

CITY of EL CAJON

PURCHASING DIVISION



INVITATION TO BID

FOR

WELLS PARK IMPROVEMENTS –

BASKETBALL COURTS

BID NUMBER: 003-23
CDBG PROJECT NO. C0922
JOB NO. PK3610

DUE BEFORE: 2:00 P.M., June 30, 2022



Mario Sanchez
Deputy Director of Public Works/City Engineer

TO BE USED IN CONJUNCTION WITH THE "2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (GREEN BOOK), "2012 SAN DIEGO COUNTY REGIONAL SUPPLEMENT TO THE STANDARD SPECIFICATIONS" & "2018 SAN DIEGO REGIONAL STANDARD DRAWINGS", ADOPTED BY THE DIRECTOR OF PUBLIC WORKS AS AUTHORIZED BY CITY COUNCIL ACTION ON SEPTEMBER 10, 2019.

*****THIS IS A FEDERALLY FUNDED PROJECT*****

Wells Park Improvements – Basketball Courts

1153 E Madison Ave., El Cajon, CA 92021

Bid No. 003-23

Engineering Job No. PK3610

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CITY OF EL CAJON NOTICE INVITING BIDS

PUBLIC PROJECT: Wells Park Improvements - Basketball Courts
Engineering Job No. PK3610
Bid No. 003-23

BIDS MUST BE RECEIVED BEFORE: 2:00 p.m. on June 30, 2022

PLACE OF RECEIPT OF BIDS: Electronic Submission via PlanetBids

NOTICE IS HEREBY GIVEN that the City of El Cajon, California will receive electronic bids via PlanetBids before the time and date set forth above, for the above project. All bids shall be made on the forms furnished by the City and shall be submitted electronically.

Reference is made to the specifications and detailed drawings for said work, on file in the Office of the City Purchasing Agent, in accordance with which said work shall be done. A copy of said specifications and the bid forms may be downloaded from the City's PlanetBids website (<https://www.planetbids.com/portal/portal.cfm?CompanyID=14593>). For assistance with downloading these documents, please contact the Purchasing Division at purchasing@elcajon.gov.

Bidders must register as a vendor on PlanetBids (<https://www.planetbids.com/portal/portal.cfm?CompanyID=14593>) in order to download specifications, plans, prospective bidders list, bid documentation, and to receive addenda and notifications when issued.

A pre-bid conference will be held on June 8, 2022 at 10:00 a.m. at 1153 E Madison Ave., El Cajon, CA 92021. The pre-bid conference is not mandatory; however, prospective bidders are encouraged to attend.

The plans and specifications show general information only. It shall be the bidder's responsibility to examine the project site(s) in order to determine the exact existing conditions, and the character and extent of the work to be performed. The bidder's omission, or failure to visit the project site(s) and acquaint itself with existing conditions shall in no way relieve the successful bidder from obligations with respect to the Contract. Submission of a bid shall be prima facie evidence of the bidder's compliance with this requirement.

The general prevailing wage rate of per diem wages, as determined by the Director of Industrial Relations, are available from the DIR website at www.dir.ca.gov/OPRL/Pwd. Any successful bidder who intends to use a craft or classifications not shown on the general prevailing wage determinations may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

The Contractor and its subcontractors shall pay minimum labor wage rates as follows:

a) California General Prevailing Wage Rates

In accordance with the provisions of Section 1773 of the California Labor Code, the City Council of the City of El Cajon has ascertained the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations applicable to the work to be done as listed in the California Department of Transportation publication entitled general Prevailing Wage Rates, dated

March 1, 1994 which is on file in the office of the City Clerk.

Future effective wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in said publication. Current determinations are available online at www.dir.ca.gov/OPRL/Pwd. Any contractor who is awarded the contract and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

or b) Federal Minimum Wages

Federal minimum wage rates for this project as predetermined by the U.S. Secretary of Labor are set forth in the Special Provisions. Current determinations are available online at <http://www.gpo.gov/davisbacon/ca.html>

If there is a difference between the Federal minimum wage rates predetermined by the U.S. Secretary of Labor and the prevailing wage rates determined by the City of El Cajon for a similar classification of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate.

A performance Bond and Labor and Material Bond, each in an amount equal to 100% of the contract price, shall be executed by the successful bidder within ten days after the Notice of Award of Contract has been mailed. Securities or bank or savings and loan certificates of deposit may be substituted for any moneys withheld to ensure performance of the contract, pursuant to Section 22300 of the California Public Contract Code.

Bidders shall upload electronic proof of Bid Security with the electronic bid submission and an original hardcopy bid security must be received by the City before the time the bids are due in one of the following forms: a check made payable to the City of El Cajon and certified by a responsible bank, in an amount which shall not be less than 10% of the amount of the bid, or by a surety bond for said amount and so payable, executed by a surety company authorized to do business in the State of California, and satisfactory to said City.

Bids shall be submitted electronically through the City's PlanetBids website at <https://www.planetbids.com/portal/portal.cfm?CompanyID=14593>. The results of the bidding and the calculations of the bids will be reported to the City Council at a meeting subsequent to the date above set for the opening of bids.

The City Council reserves the right to reject any and all bids if it considers it necessary to do so for the public good, and it may reject the bid of any bidder who has been delinquent or unfaithful in any former contract with the City.

NOTE: No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of Division 3, Chapter 9, Section 7000 et. seq., of the Business and Professions Code.

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject

to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

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

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

/s/ Mara Romano

Purchasing Agent

May 26, 2022

INFORMATION FOR BIDDERS

1. GENERAL INFORMATION - The Purchasing Agent of the City of El Cajon, California, is requesting proposals for Bid No. 003-23 for supplying material and labor for Wells Park Improvements - Basketball Courts. Bid documents may be examined and/or obtained on the City's PlanetBids website at <https://pbsystem.planetbids.com/portal/14593/portal-home>. All bid documents related to this solicitation will be posted by the City on the City's website as indicated above. In the event the bid document is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the Bid document. It is the bidder's responsibility to ensure that the most complete and current version of the bid document has been downloaded or otherwise obtained, including any addenda. Bids shall be submitted electronically. A bid will not be accepted, nor any contract or subcontract entered into without proof of the contractor and, if applicable, subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code.

A public reading of the bids will not be conducted. Bid results will be available at the web address above immediately following the submittal deadline.

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS - Bids must be received in electronic format at the City of El Cajon's PlanetBids website and are due before the date and time shown on the cover of this solicitation. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results online. City staff may then begin reviewing the bid submissions for responsiveness, compliance and other issues.

2.1 Bidders must register as a vendor on PlanetBids (<https://www.planetbids.com/portal/portal.cfm?CompanyID=14593>) in order to download specifications, plans, prospective bidders list, bid documentation, and to receive addenda and notifications when issued. BIDS MUST BE SUBMITTED BEFORE BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the PlanetBids system.

2.2 BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time by placing eBid again and then select "Withdraw".

2.2.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's PlanetBids system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of El Cajon is not responsible for bids that do not arrive by the required date and time.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1 The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting its electronic bid, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

4. EXAMINATION OF PLANS - The bidder is required to examine carefully the site of the proposal, specifications, requirements, and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit a written request for an interpretation thereof prior to **5:00 P.M. on June 14, 2022**, via the PlanetBids "Q&A" tab. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations

5. PROPOSAL FORM - All proposals must be made upon blank forms as provided in the specifications. All proposals must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, titles, and business addresses of the president, secretary, and treasurer. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are due.

6. ADDENDA - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder's responsibility to ensure that the most complete and current version of the bid document has been obtained from PlanetBids, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

7. REJECTION OF PROPOSALS - Rejection of Proposals containing alterations, erasures, or irregularities. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

The right is reserved to reject any and all proposals.

8. BIDDER'S SECURITY - Each Bidder must accompany its bid with a Bid Security (or Bid Bond). Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of El Cajon for an amount of not less than ten (10) percent of the total bid amount.

8.1 This Bid Security, and the monies represented thereby, will be held by the City as security that the Bidder, if awarded the Contract, will in good faith enter into such Contract and furnish the required performance and payment bonds. Said corporate surety Bid Security shall be from companies authorized to do business in the State of California and be on the accredited list of the United States Treasury Department.

8.2. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required performance and payment bonds within the specified timeframe, the money

represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

8.3. At the time of bid submission, Bidder will be required to submit a copy of the cashier's check, a properly certified check, or an approved corporate surety bond when submitting their electronic bid. The original cashier's check, a properly certified check or an approved corporate surety bond must be provided before the due date and time of the bid.

8.4. **Failure to submit the electronic version of the bid security and the original before the due date and time may cause the bid to be rejected.**

Original Bid Bond shall be submitted in a sealed envelope indicating the Bid Number and Name of Bid to:

Attn: Purchasing Division
 Bid Number, Name of Bid
 City of El Cajon
 200 Civic Center Way
 El Cajon, CA 92020

9. RETURN OF BIDDER'S SECURITY - Bid bonds guaranteeing proposals rejected by the City of El Cajon shall become null and void and will not be returned. All other proposal securities will be held in accordance with PCC, Section 20929 "...Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the agency or district beyond 60 days from the time the award is made."

10. BID PROTEST - Prospective bidders may submit in writing, within five (5) business days of the opening date of the bid, grievances in connection with any bid information which they feel does not comply with the specifications and/or the requirements stated in the bid. Only those vendors furnishing a bid may protest a bid.

In order to be considered, a protest shall be in writing, addressed to the Purchasing Agent, and include:

1. The date, name, address, and phone number of the bidder protesting, or the authorized representative of the bidder;
2. The signature of the bidder or bidder's representative;
3. The Bid or RFP Number and Title under which the protest is submitted;
4. A detailed description of the legal and/or factual grounds for protest and all supporting documentation. It is the responsibility of the Protesting Bidder to supplement its protest with any subsequently discovered documents prior to the Purchasing Agent's decision; and
5. The specific ruling or relief requested.

The Purchasing Division will review such protest letter and issue a written decision within ten (10) working days of receipt of the written protest. During this procedure the City shall not proceed with an award until such time that the decision is given in writing to the aggrieved bidder.

If it is determined the bid or proposed award of a contract is in violation of any law, policy, procedure, specification or requirements, the bid award shall be revised, canceled and/or a new bid solicited. The bidder(s) whose bid is in violation shall be rejected or ratified, whichever is in

the best interest of the City. If the bidder acted fraudulently or in violation of the law, the bid will be declared null and void and the City may seek damages as may be appropriate. Provided there was no violation of law, the bidder may be given the opportunity to ratify and affirm said bid if such action is in the best interest of the City, without prejudice to the City's right to such damages as may be appropriate.

Protest requests that do not follow these procedures shall not be considered so long as no laws are violated. By filing a written protest, the aggrieved bidder agrees that any decision to uphold and proceed with an award or not shall be the sole decision of the City and shall be accepted by the bidder without any further action against the City so long as no laws were violated. Protest letters are to be emailed to purchasing@cityofelcagon.us or hand delivered in a form requiring proof of delivery to the attention of the Purchasing Agent at the following address:

Attn: Purchasing Agent
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

It is the protesting bidder's sole responsibility to verify their protest letter was received by the Purchasing Division.

In no event shall a protest letter be considered if all bids are rejected and/or after the award of a contract. Failure to comply with the procedures set forth herein may render a protest untimely or inadequate and may result in rejection thereof by the City.

11. AWARD OF CONTRACT - The award of the contract, if it be awarded, will be to the lowest responsive, responsible bidder whose proposal complies with all the requirements prescribed. The City, however, reserves the right to reject any or all bids, or to waive any minor irregularities or informalities in the bid. Whenever additive or deductive items are included in a bid, the lowest bid shall be determined based on the total bid, or the cumulative cost of the base bid plus any combination of additive or deductive items. The award, if made, will be made within sixty (60) days after the opening of the proposals.

12. EXECUTION OF CONTRACT - The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days (Sundays and legal holidays excluded), after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

The bid security will be forfeited should the successful bidder to whom the Contract is awarded withdraws its bid prior to the expiration of sixty (60) calendar days after the opening of the bids, or attempts to withdraw its bid when the requirements of Public Contract Code sections 5100 et seq. are not met; or refuses or fails to enter into the Contract within ten (10) days (Sundays and legal holidays excluded), and provide the required bonds, insurance or certificates within fifteen (15) days (Sundays and legal holidays excluded) after the award of the Contract. In such event, if the City awards the Contract to the next lowest responsible bidder, the amount of the lowest responsible bidder's Bid Security shall be applied to the Contract Price differential between the lowest bid and the next lowest bid and the surplus, if any, will be returned to the lowest bidder. If the City rejects all other bids presented and re-advertises, the lowest bidder's Bid Security may be used to offset the City's cost of revising its plans and specifications, re-advertising and receiving new bids.

13. CONTRACT BOND - A Performance Bond and a Labor and Material Bond, each equal to 100% of the total bid price shall be provided by the successful bidder, in accordance with Section 2 - 4 of the Standard Specifications for Public Works Construction. Forms (sample) of bond are

attached herein. The Material and Labor Bond and the Faithful Performance Bond shall be maintained by the Contractor in full force and effect for a period of nine months and one year, respectively, following the completion date of the project. Securities or bank or savings and loan certificates of deposit may be substituted for any moneys withheld to ensure performance of the contract, pursuant to Section 22300 of the California Public Contracts Code.

14. GUARANTEE - The Contractor shall guarantee all parts of the work against defective materials or workmanship furnished by the Contractor for a period of one (1) year from the date of completion of the project.

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Beneficial Use or Occupancy - Placing all or any portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching completion for all of the Work.

Change Order - A document, which is signed by the Contractor and the Owner and authorizes an addition to, deletion from, or revision of the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Completion - Completion of the Work shall be acceptance of the Work by the governing board of the Owner.

Contract Documents - Advertisement for Bids, Invitation to Bid, Information for Bidders, Special Conditions, Affirmative Action Program, the accepted Bid, Bid Bond, Work and/or Project Description, the Agreement, Performance and Payment Bonds, the General Conditions of the Contract, Supplemental General Conditions, Specifications, Drawings, Division 01, Details, and all addenda and Change Orders executed pursuant to the provisions of the Contract Documents.

Contract Time - The number of successive calendar days, or working days as stated in the Contract Documents for the completion of the Work.

Contractor - The person, firm, or corporation with whom the Owner has entered into the Agreement.

Day - A calendar day of 24 hours, measured from midnight to the next midnight. A working day is measured by the Standard Specifications for Public Works Construction, also referred to as the "Greenbook".

Effective Date of the Agreement - The date indicated in the Agreement on which it was executed.

General Requirements - Sections of Division 1 of the Technical Specifications.

Laws and Regulations - All local ordinances, and Laws and Regulations of the State of California, which are applicable to furnishings and performance of the Work.

Major Item - A single contract item constituting 10 percent or more of the original Contract Price.

Notice of Completion - The written notice by the Owner to the Contractor stating that the governing board of the Owner has accepted the Work.

Notice to Proceed - A written notice issued by the Owner to the Contractor authorizing the Contractor to proceed with the work and establishing the Date of Commencement of the Contract Time.

Owner - The public body or authority, agency, corporation, association, firm, or person with whom the Contractor has entered into the Agreement and for whom the Work will be performed. ["Owner" means the City of El Cajon/ City of El Cajon as Successor Agency to the El Cajon Redevelopment Agency.]

Owner's Representative - The authorized representative of the Owner who is assigned by the Owner to the Work or Project.

Project – The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate Contractors.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by the Contractor to illustrate materials or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of the General Requirements and the written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where it is sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended and where the Work can be accepted by the Owner's governing board. The terms "substantially complete" and "substantially completed," as applied to any Work, refer to Substantial Completion thereof.

Supplemental General Conditions - The part of the Contract Documents, which amends or supplements these General Conditions.

Technical Specifications - The Specifications as defined herein.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. The Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, including receipt of required test results, completion of punch lists, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Agreements, Bonds, and Insurance Certificates:

2.1 When the Contractor delivers its signed Agreement to the Owner, then the Contractor shall deliver to the Owner the bonds specified in the Information for Bidders and certificates and other evidence of insurance requested by the Owner which the Contractor is required to purchase and maintain in accordance with the provisions of Article 5.

Commencement of Contract Time; Notice to Proceed:

2.2 The Contract Time will commence to run on the day indicated in the Notice to Proceed.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT

Contract Documents:

3.1 The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the Work. The Contract Documents will be construed in accordance with the laws of the State of California.

3.2 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 work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. In case of conflict or inconsistency, the Specifications shall take precedence over the Shop Drawings. Large scale and full size drawings shall be followed in preference to small-scale drawings. Figured dimensions shall be followed in preference to scaled measurement.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS

Availability of Lands:

4.1 The Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner unless otherwise provided in the Contract Documents. 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; provided that the Contractor shall not enter upon nor use any property not under the control of the Owner until a written temporary construction easement agreement has been executed by the Contractor and the property owner and a copy of said easement furnished to the Owner prior to said use; and, the Owner shall not be liable for any claims or damages resulting from Contractor's unauthorized trespass or use of any such properties.

Removal, Relocation, or Protection of Existing Utilities:

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

4.3 The Contractor shall not be assessed liquidated damages for delay in completion of the Work when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

4.4 Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying sanitary sewer and storm drain mains or trunklines in the plans and Specifications.

4.5 If the Contractor, while performing the Contract, discovers utility facilities not identified by the Owner in the plans or Specifications, it shall immediately notify the Owner agency and utility in writing.

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

ARTICLE 5 - BONDS AND INSURANCE

Guaranty Bonds:

5.1 Upon the execution of this Contract, the Contractor shall furnish to the Owner the bonds specified in the Information for Bidders. Said bonds are to be in substantially the forms hereto attached and with sureties approved by the Owner. The premium upon all such bonds shall be paid by the Contractor. The Owner will approve any surety company, which, at the time of execution of this Contract, is listed in the latest published U.S. Treasury Department Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," and further, is authorized to issue bonds in the State of California.

Contractor's Liability and Insurance Requirements:

5.2 The Contractor shall, and the Contractor does, hereby assume all risks of damage to the Work and materials from fire, earthquake, storm, and/or other causes prior to the Completion and acceptance of the Contractor's Work, and shall, at the Contractor's own cost and expense, repair and/or replace any work or materials damaged or destroyed.

5.3 Liability Insurance. The Contractor shall furnish the Owner a policy or certificate of liability insurance naming the City of El Cajon, its elected and appointed officials, officers, employees, and volunteers ("City Insureds") as named insureds, or naming City Insureds in an original endorsement to the policy as additional insureds. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City Insureds shall be the named insureds or named in an original endorsement as additional insureds covering all operations of the Contractor, whether liability is attributable to the Contractor or the City of El Cajon. The policy shall insure the City Insureds while acting within the scope of their duties, against all claims arising out of or in connection with the work. **The complete copy of City Council Policy D-3 can be viewed at <https://www.elcajon.gov/Home/ShowDocument?id=24821> or obtained upon request from the Purchasing Division at purchasing@elcajon.gov.**

5.4 [Reserved for additional Insurance requirements]

5.5 [Reserved for additional Insurance requirements]

Workers' Compensation Insurance Requirements:

5.6 The Contractor shall also, before the commencement of the Work herein specified, take out, and during the life of this Contract, maintain in full force and effect, unlimited compensation insurance with an insurance carrier or carriers approved by the Owner, under an insurance policy or policies satisfactory to the Owner in form and amount covering the Contractor's full liability under the Workers' Compensation Insurance and Safety Act of the State of California, and any act or acts amendatory thereof or supplementary thereto, for compensation to any employee who may be injured during the course of the Work. The Contractor shall require all Subcontractors to take out and maintain similar policies of compensation insurance. A certified copy of each insurance policy carried shall be furnished to the Owner prior to the commencement of the Work.

Payment of Premiums and Notice of Revocation or Cancellation:

5.7 The premiums of all insurance policies shall be paid by the Contractor and each insurance policy in this Paragraph provided for shall expressly provide therein that it shall not be revoked nor cancelled by the insurer until thirty (30) days' written notice by certified mail, return receipt requested, of the intended revocation or cancellation thereof shall have first been given to the Owner by such insurer.

Owner May Insure for Contractor:

5.8 In case of the breach of any provision of this Article the Owner may, at the Owner's option, take out and maintain at the expense of the Contractor, such insurance in the name of the Contractor, or Subcontractor, as the Owner may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to the Contractor under this Contract.

5.9 Prior to commencing any work under this Contract, the Contractor shall furnish to the Owner satisfactory evidence of compliance with all required insurance provisions. The Contractor shall furnish to the Owner, Certificates of Insurance naming Owner as an additional insured (except for workers' compensation insurance) and obligating the insurers to notify the Owner at least thirty (30) days prior to cancellation or reduction in coverage in any Insurance Policy or Policies obtained to satisfy the requirements of this Article.

ARTICLE 6 - THE CONTRACTOR'S RESPONSIBILITIESInspection of the Site and Examination of Contract Documents:

6.1 Prior to commencing any work under this Contract, the Contractor is required to examine carefully the existing conditions of the Project site and compare to the Contract Documents. The Contractor shall immediately notify the Owner in writing of any error, inconsistency, omission or other discrepancy between the existing conditions of the site and the Contract Documents. Once the Contractor has commenced work, it will be deemed that the existing conditions have been accepted by the Contractor as correct and satisfactory for the Work specified herein.

Construction Schedule:

6.2 Prior to commencing any work under this Contract, the Contractor shall prepare and submit to the Owner and the Owner's Representative the Contractor's construction schedule for completion of the Work. The schedule shall not exceed time limits currently under the Contract

Documents, shall be revised at appropriate intervals as required by the conditions of the Work, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Where the Contractor is to furnish major items of equipment and/or materials, the schedule shall include the proposed dates of manufacture and shipment of said equipment and/or materials.

Supervision and Superintendence:

6.3 The Contractor shall supervise 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, but the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction, which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

Materials and Prosecution of the Work:

6.4 Unless otherwise specified in Division 01, General Requirements, of the Technical Specifications, the Contractor shall furnish and assume full responsibility for all 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 furnishing performance, testing, startup, and completion of the Work.

6.5 The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Whenever the words "or equal" appear in the Specifications or Shop Drawings, it shall mean equal in the opinion of the Owner's Representative. Approval by the Owner's Representative of a substitute proposed by the Contractor for a specified method or material shall not relieve the Contractor of the responsibility for full compliance with the plans and Specifications and for the adequacy of the substituted method or material.

Concerning Subcontractors, Suppliers, and Others:

6.6 The Contractor shall be fully responsible to the Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for its own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the Owner and any such Subcontractor, supplier, or other person or organization, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any monies due any such Subcontractor, supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

6.7 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of materials and the execution of the Work and shall properly coordinate its work with that of said other contractors.

6.8 Throughout the Contractor's performance of the Work, including suspension of the Work, the Contractor shall at all times keep the site clean and free from all excess materials, tools, equipment, garbage, rubbish, and debris. In the removal of garbage, rubbish and debris, the Contractor shall comply with the requirements of the El Cajon Municipal Code with respect to

trash collection by the Owner's contractor for the collection and disposal of same.

Patent Fees and Royalties:

6.9 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. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent right 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, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits and Licenses:

6.10 A City of El Cajon business license is required for this Contract, which shall be obtained and paid for by the Contractor. The Contractor shall have a current **Class A General Engineering Contractor, Class B General Building Contractor, or Specialty C-8 Concrete Contractor** license issued by the Contractors State License Board of the State of California.

In addition to the above, the contractor and all sub-contractors must show proof that they are currently registered to perform the public work pursuant to Section 1725.5 of the Labor Code.

Laws and Regulations:

6.11 The Contractor shall give all notices and comply with all local ordinances, and Laws and Regulations of the State of California applicable to furnishings and performance of the Work. ***Contractor shall specifically comply with Chapter 13.10 of the El Cajon Municipal Code related to Stormwater Management and Discharge Control, and all other ordinances and resolutions related thereto adopted by the City of El Cajon.*** Except where otherwise expressly required by applicable local ordinance, or Laws and Regulations, the Owner shall not be responsible for monitoring the Contractor's compliance with any local ordinance, or Laws and Regulations.

Use of Premises:

6.12 The Contractor shall confine construction equipment, the storage of materials and equipment, and the operation of workers to the Work site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements and shall not unreasonably encumber the premises with construction equipment or any 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 land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Owner by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the Owner harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal, or equitable brought by any such other party against the Owner based on a claim arising out of the Contractor's performance of the Work.

Safety, Protection and Site Maintenance:

6.13 The Contractor shall be 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 of the following:

- (a) All employees on the Work and other persons and organizations who may be affected thereby;
- (b) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- (c) 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.

Disconnect of Utilities and Mechanical Systems:

6.14 The Contractor shall conduct its work so as to minimize interference with normal Owner activities. If, during the performance of the Contract, it becomes necessary to temporarily disconnect or shut-down existing utilities or mechanical systems for any reason, the Contractor shall notify the Owner not less than three (3) business days prior to such temporary utility shut-downs. Such temporary disconnection or shutdown shall occur prior to or after regular business hours.

Plans and Specifications:

6.15 The Contractor shall keep at the Work site a copy of the Plans and Specifications, to which the Owner's Representatives shall have access at all times. The Plans, Specifications, and other Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both. While it is believed that much of the information pertaining to conditions, which may affect the cost of the Work, will be shown on the Plans or indicated in the Specifications, the Owner does not warrant the completeness or accuracy of such information. The Contractor shall ascertain the existence of any conditions affecting the cost of the Work, which would have been disclosed by reasonable examination of the site. Existing improvements visible at the job site, for which no specific disposition is made on the Plans, but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans, shall be removed and disposed of by the Contractor. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Owner's Representative.

Shop Drawings:

6.16 The Contractor shall submit to the Owner's Representative, with such promptness as to cause no delay in the work, two (2) copies of all shop or setting drawings and schedules required for the work of the various trades and templates and modes as required. The Contractor shall make any corrections required by the Owner's Representative, file with the Owner's Representative two corrected copies, and furnish such other copies as may be needed. Approval of such drawings and schedules, by the Owner's Representative, shall not relieve the Contractor from the responsibility for deviations from Drawings or Specifications unless the Contractor has,

in writing, called to the Owner Representative's attention such deviation at the time of the submission, nor shall it relieve the Contractor from responsibility for errors, omissions or inconsistencies of any sort in shop drawings or schedules.

Indemnification:

6.17 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and its elected and appointed officials, consultants, agents, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court and arbitration costs) (individually a "Claim," collectively, the "Claims") arising out of or resulting from performance of the Work, but not from the sole negligence or willful misconduct of the Owner; provided, that any such Claim (a) 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 therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party. Contractor shall further indemnify, defend and hold harmless the Indemnitees from and against any and all Claims arising out of the violation of Chapter 13.10 of the El Cajon Municipal Code related to Stormwater Management and Discharge Control, and all other ordinances and resolutions related thereto adopted by the City of El Cajon.

6.18 The Contractor shall reimburse the Owner for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by said Owner, in enforcing the provisions of Paragraph 6.17.

Liquidated Damages:

6.19 Contractor agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by Owner, and that it is and will be impracticable to determine the actual damage which Owner will sustain in the event and by reason of such delay, and it is therefore agreed that Contractor shall pay to Owner the amount of **\$500 dollars for each day of delay**, which shall be the period between the expiration of the Contract time and the date of final acceptance by Owner, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by Owner, and Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, Contractor agrees that Owner may deduct the amount thereof from any money due or that may become due to Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

ARTICLE 7 - OTHER WORK

Separate Contracts:

7.1 The Owner reserves the right to let other contracts in connection with this Work and/or Project.

ARTICLE 8 - THE OWNER'S RESPONSIBILITIES

Owner's Right to do Work:

8.1 Should the Contractor at any time during the progress of the Work without the fault of the Owner or the Owner's agents or employees, refuse or neglect to supply a sufficiency of materials or workers to complete the Contract within the time limit herein (or any lawful extension thereof) for a period of more than three (3) days after having been notified by Owner's Representative in writing to supply the same, the Owner shall have the option to furnish and provide said materials and/or workers required to finish said Work and the reasonable expenses thereof shall be charged against the Contractor by the Owner and deducted from any monies which might otherwise be or become payable to the Contractor.

ARTICLE 9 - OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION

9.1 The Owner will designate a representative to act on its behalf in all matters relating to the Agreement.

9.2 The Owner shall have the right to stop the Work whenever such stoppage may, in the Owner's Representative's opinion, be necessary to insure proper execution of the Work.

9.3 The Owner's Representative shall, in the first instance, be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and the Contractor.

Claims:

9.4 The following is a summary of Public Contract Code section 9204 and shall be the procedures that Owner and Contractor shall follow for the handling of claims (as defined in section 9204 and below):

- (a) Notwithstanding the foregoing, and notwithstanding any other law, including Public Contract Code section 20104, any separate demand by Contractor, sent to Owner by registered mail or certified mail with return receipt requested, for any one or more of the following:
 - 1. A time extension, including, but not limited to, for relief from damages or penalties for delay assessed by Owner under this Contract; or
 - 2. Payment by Owner of money or damages arising from work done by, or on behalf of, Contractor (or, as provided in subsection (j), below, by Contractor on behalf of a subcontractor or a lower tier subcontractor) pursuant to this Contract, and where payment for which is not otherwise expressly provided herein or to which Contractor is not otherwise entitled ("Claim"), shall be processed as set forth in this Section 9.4.
- (b) Upon the receipt of a Claim Owner shall conduct a reasonable review of the Claim and WITHIN a period not to exceed forty-five (45) days, shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion of the Claim is undisputed. Upon the receipt of a Claim Owner, through the chief executive officer, and Contractor may, by mutual agreement, extend the time period provide in

this subsection (b).

- (c) As a condition precedent to the Claim, Contractor must include reasonable DOCUMENTATION to support its Claim.
- (d) Owner's response to the Claim must be approved by its legislative body. If the legislative body will not meet within the initial forty-five (45) days or any extension mutually agreed upon between Owner's chief executive officer and Contractor as permitted by subsection (b), above, Owner shall have up to three (3) days following the next duly publicly noticed meeting of the legislative body after the forty-five (45) day period, or extension, expires to provide Contractor with a written statement identifying the disputed portion and the undisputed portion.
- (e) Payment due on any undisputed portion of the Claim shall be processed and made within sixty (60) days following the issuance of the written statement required in subsection (d). If Owner fails to issue a written statement the provisions of subsection (h), below, shall apply.
- (f) If Contractor disputes Owner's written response, or if Owner fails to respond to the Claim within the time prescribed by this Section 9.4, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a written demand for meet and confer, sent by registered mail or certified mail, return receipt requested, Owner shall schedule a meet and confer conference in El Cajon, California, to be held within thirty (30) days.
- (g) Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion of the Claim that is undisputed.
 - 1. Any payment due on an undisputed portion of the Claim following the meet and confer conference shall be processed and made within sixty (60) days after Owner has issued its written statement required by this subsection (g).
 - 2. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation in San Diego County, with Owner and Contractor sharing the costs of mediation (i.e., the costs charged by the mediator) equally. Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified by Owner as required by this subsection (g). If Owner and Contractor fail to agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.
 - 1) In the event the mediation is conducted by a qualified neutral third party mediator, selected by the parties' mediators, each party shall bear the fees and costs charged by its selected mediator in connection with the selection of the neutral mediator. The costs of the neutral mediator shall

be shared equally as set forth in subdivision (g)(2) of this Section 9.4.

- 2) For the purposes of this Section 9.4, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board (if applicable), in which an independent third party or board assist Owner and Contractor in dispute resolution through negotiation or the issuance of an evaluation of the Claim. Any mediation utilized shall conform to the timeframes set forth in this Section 9.4.
 - 3) If mediation is unsuccessful, the portions of the Claim remaining in dispute shall be subject to such other procedures outside of this Section, applicable to the Claim.
 - 4) Unless Owner and Contractor otherwise agree in writing, the mediation conducted pursuant to this subsection (g) shall excuse any further obligation under California Public Contract Code section 20104.4 to mediate after litigation is commenced.
- (h) Should Owner fail to respond to a Claim within the time periods set forth herein or otherwise meet the time requirements of this Section 9.4, the Claim shall be deemed rejected in its entirety. A Claim that is deemed denied pursuant to this subsection (h) shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.
 - (i) Any amounts not paid in a timely manner as required by this Section 9.4 shall bear interest at the rate of seven percent (7%) per annum.
 - (j) Claims of any subcontractor or a lower tier subcontractor, against Owner, which cannot be brought directly against Owner due to lack of privity of contract, may be presented to Owner by Contractor on behalf of that claimant. A subcontractor, on his or her own behalf, or on behalf of a lower tier subcontractor must request that Contractor present the Claim on behalf of the subcontractor. In requesting that Contractor present his or her Claim, the subcontractor must furnish Contractor with reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this written request Contractor must notify the subcontractor, in writing, as to whether the Claim was presented to Owner and, if not presented, a statement of the reasons why it was not presented.
 - (k) If a Claim is not resolved through negotiation or mediation, a Contractor or any subcontractor having presented the Claim through this procedure may thereafter seek such remedies as set forth in Article 14.

ARTICLE 10 - CHANGES IN THE WORK

10.1 The Owner reserves the right, without notice to sureties, to require alterations and additions to or omission from the Work called for by this Contract. All such work shall be executed under conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Contractor shall not be entitled to extra

time or any compensation for extra work unless orders therefor are given in writing and the amount of compensation for such extra work or the amount of extra time is specified in such written orders.

Value of any extra work, change, or deduction shall be determined at the discretion of Owner in one or more of the following ways:

- (a) By acceptable lump sum proposal submitted by Contractor.
- (b) By unit prices contained in Contractor's original bid and incorporated in the Contract Documents, or fixed by subsequent written agreement between the Owner and the Contractor.
- (c) By cost of material and labor, and percentage for overhead and profit, for additions and deductions to the Contract, as determined pursuant to the following calculation:

	Extra	Credit
1. Labor (attach itemized hours for each labor classification and the corresponding prevailing wage rate)		
2. Materials (attach itemized quantity and unit cost plus applicable sales tax)		
3. Equipment Rental (attached itemized list of rental equipment and total cost)		
4. Subtotal of lines 1, 2 and 3		
5. Subcontractor's Overhead and Profit (Contractor is not entitled to Subcontractor overhead and profit for Work not completed by Subcontractor) (combined overhead and profit shall not exceed 15% of the amount on line 4)		
6. Property Loss and Property Damage Insurance, Compensation Insurance, Social Security, and Unemployment Taxes (the total of all items combined shall not exceed 20% of the amount on line 4)		
7. Subtotal of lines 4, 5 and 6		
8. General Contractor's Overhead and Profit (combined overhead and profit shall not exceed 15% of the amount on line 7)		
9. Subtotal of lines 7 and 8		
10. Bond Premium (not to exceed 1% of the amount on line 9)		
11. Total of lines 9 and 10		

10.2 If the parties are unable to agree upon the compensation for extra work, then it shall be computed on the basis of actual cost of labor, materials, and equipment, plus a fixed fee of 20 percent. In the case of a reduction of cost, if the parties are unable to agree on the change in contract price, the Owner's Representative shall make determination of the reduction in price to be allowed for the change.

10.3 If the Contractor claims that any instruction, by drawings or otherwise, involves extra costs under this Contract, the Contractor shall give the Owner's Representative written notice thereof before proceeding to execute the Work and, in any event, within fourteen (14) calendar days of receiving such instructions. No such claims shall be entitled to consideration by the Owner unless so made. Any claims shall be presented in the manner set forth in Section 9.4 of this Contract.

10.4 If adverse weather conditions are the basis of a claim for an extension of time for performance of the Contract, or a claim for an adjustment of the Contract Price, such claim must be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that such weather conditions had an adverse effect on the scheduled construction. No extension of time, or adjustment in the contract price will be granted if the adverse weather conditions could have reasonably been anticipated by the Contractor. Any claims shall be presented in the manner set forth in Section 9.4 of this Contract.

10.5 Adjustments in the time required for performance of the Contract for work covered by a Change Order shall be made by one of the following:

- (a) Time extension or reduction agreed upon by the parties; or
- (b) If the parties are unable to agree on the time extension or time reduction, the Owner's Representative shall make a determination of the time extension or time reduction to be allowed for a change.

10.6 Failure to agree on an adjustment of the contract price or extension of time for performance of the Contract shall not excuse the Contractor from proceeding with the prosecution of the Work as changed.

ARTICLE 11 - CORRECTION OF WORK AFTER COMPLETION

One Year Correction Period:

11.1 If within one (1) year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any portion of the Work is found to be defective, the Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced and the costs (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) shall be paid by the Contractor. 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 Contract Documents.

ARTICLE 12 - PAYMENTS TO THE CONTRACTOR AND COMPLETION

Payment:

12.1 The Owner shall make payments as follows: On or about the 15th day of each calendar month, the Owner agrees to pay the Contractor an amount to be determined by taking 95 percent of the value, proportionate to the amount of the Contract, of labor and materials incorporated in the Work to be performed, which has been performed to date, and by deducting thereon the aggregate of all previous payments. The balance of the total Contract Price shall be paid within thirty (30) days after the date of completion of the Work to be done under this Contract.

12.1.1 The provisions of Section 20104.50 of the California Public Contract Code are hereby incorporated by reference. A copy of Section 20104.50 is hereby attached.

12.1.2 The Owner reserves the right to withhold payments on account of any of the following:

- (a) Defective work not remedied;
- (b) Failure of the Contractor to make payments properly to Subcontractors or for materials or labor;
- (c) A reasonable doubt that the Contract can be completed for the balance then unpaid;
- (d) Failure to submit certified payrolls covering the period for which Contractor has submitted his or her billing; and
- (e) Default of the Contractor in the performance of the terms and/or conditions of the Contract, or in the performance of any such terms and/or conditions.

Substitution of Securities:

12.2 Retainage From Monthly Payments: Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the Owner 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 Owner, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the Owner in accordance with the provisions of Section 22300. The Owner will not certify that the contract has been satisfactorily completed until at least thirty (30) days after filing by the Owner of a Notice of Completion. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the California 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 Owner.

Contractor's Warranty of Title:

12.3 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.

Stop Notices:

12.4 Any Subcontractor, supplier, worker, or anyone else having any claim against the Contractor for or on account of work done or material furnished for the performance of the Work provided for hereunder, may in accordance with the requirements of the applicable Laws and Regulations give notice of the claim and its amount to the Owner, who may, but shall not be obligated to, withhold any and all payments due or to become due thereafter to the Contractor until the claim is adjusted and paid. The provisions of this Paragraph 12.4 shall not lessen or diminish, but shall be in addition to, the right or duty of the Owner to withhold any payments under to provisions of the laws of the State of California respecting the withholding of sums due to the Contractor.

Beneficial Use or Occupancy by the Owner:

12.5 The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project premises at any time prior to completion upon ten (10) days' written notice to the Contractor. Beneficial use or occupancy shall be subject to the following conditions:

- (a) The Owner shall use its best efforts to prevent its occupancy from interfering with the conduct of the Contractor's remaining work.
- (b) The Contractor shall not be required to repair damage to premises if the same was caused by the Owner's occupancy or use.
- (c) The one-year correction period for those portions of the premises occupied and equipment utilized by the Owner shall start as of the date of actual occupancy or use by the Owner.
- (d) Occupancy or use shall not constitute acceptance by the Owner either of the completed work or any portion thereof, nor will it relieve the Contractor from full responsibility for correcting defective work or materials found before completion and acceptance of all the Work or during the period specified in Paragraph 11.1, above.
- (e) Occupancy or use shall not be deemed to be the equivalent of filing a Notice of Completion, nor as a cessation of labor.
- (f) There shall be no added costs to the Owner due to pre-completion occupancy or use.
- (g) The Contractor and its surety shall execute a "No Change in Price Change Order" prepared pursuant to this Paragraph 12.5.
- (h) Effective 12:01 a.m. Pacific Time (PT) at the project site on the date of beneficial occupancy stipulated in the Change Order, the Contractor shall be released from the obligations of maintaining fire and extended coverage insurance covering those portions of the premises occupied by the Owner pursuant to this Paragraph 12.5, but shall maintain all other insurance required by the Contract in full force and effect. The Owner shall obtain fire and extended coverage insurance or maintain equivalent self-insurance covering those portions of the premises occupied by it pursuant to this Paragraph 12.5.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

Delays and Suspension of Work:

13.1 The time during which the Contractor is delayed in the work by the act or negligence of the Owner, of the Owner's employees, the Owner's Representative, or by an act of God, which the Contractor could not have reasonably foreseen, or by stormy or inclement weather in which the controlling operation of the Work cannot proceed, or by strikes, boycotts, or like obstructive actions by employees or labor organizations which delay said controlling operation of the Work is not caused by, or the continuance of which is not due to, any act or conduct on the part of the Contractor, shall be added to the time for the completion of the Work called for by this Contract. Such extension of the time on account of such delays shall not be allowed unless applied for in writing by the Contractor within three (3) calendar days of the commencement of any such delay and the written approval of such extension of time is obtained by the Owner's Representative. Any request by the Contractor for an increase in the contract price because of any delay shall be the subject of a Change Order in accordance with the provisions of Article 10.

13.2 If, in the opinion of the Owner's Representative, the Contractor is not proceeding with the prosecution of the Work as scheduled, and such failure to proceed is due to the act, omission, or negligence of the Contractor, any Subcontractor and/or any supplier, or the employees of any or all of the above, then the Contractor shall, immediately upon the request of the Owner, and at no additional cost to the Owner, work such overtime, additional shifts, or holidays, as may be required to correct said delays and to insure no further delays to the completion of the Work called for by this Contract.

The Owner's Right to Terminate:

13.3 If at any time there shall be filed by or against the Contractor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty (30) days therefrom the Contractor fails to secure a discharge thereof; or if the Contractor (1) makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors, (2) fails to prosecute the Work properly, or fails to complete the Work entirely on or before any date established for partial or final completion, (3) fails to make prompt payment to Subcontractors or for materials or labor or, (4) without limitations, fails to perform any provisions of this Contract, then the Owner (by giving seven (7) days prior written notice of any such default to the Contractor and without prejudice to any other remedy it may have) may terminate the Contract and take possession of all or some of the Contractor's materials, tools, equipment, and appliances and complete the Work by such means as the Owner deems fit. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed (y) the expense of completing the Work including compensation for additional managerial and administrative services, plus (z) the Owner's losses and damages because of the Contractor's default, such excess shall be paid to the Contractor. If such expense, plus the Owner's losses and damages shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner promptly on demand.

13.4 The Owner may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the Owner will pay the Contractor for that portion of the Contract Price, less the aggregate of previous payments, allocable to the Work completed as of the date of termination. The Owner also will reimburse the Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the Contractor, not including overhead, general expenses or profit. The Owner will not be responsible to reimburse the Contractor for any continuing contractual commitments to Subcontractors or material-suppliers or penalties or damages for canceling such contractual

commitments inasmuch as the Contractor shall make all subcontracts and other commitments subject to this provision.

13.5 In the event of termination by the Owner, the Owner may require the Contractor promptly to assign to the Owner all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the Owner in its sole discretion, chooses to take by assignment, and in such event, the Contractor shall promptly execute and deliver to the Owner written assignments of the same.

Termination for Default:

13.6 The Owner may, by written notice of default to the Firm, terminate any resulting order in whole or in part should the Contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the Owner reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the Owner. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of the Contract it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of Owner provided in the Contract shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

Termination for Convenience:

13.7 The Owner may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The Owner shall pay the Contractor as full compensation for performance until such termination the unit or pro-rated price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the Owner, with respect to the undelivered or unaccepted portion of the order, provided SUCH compensation shall in no event exceed the total price. In no event shall the Owner be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of Owner provided in the Contract shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 14 - DISPUTE RESOLUTION

14.1 The parties hereby mutually agree that should any dispute arise out of or relate to this Contract, or its alleged breach thereof, said parties shall first attempt to settle such dispute or alleged breach by good faith negotiation. If, after good faith negotiation the parties are unable to resolve the dispute, the parties may, but are not obligated to submit the dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or other action.

14.2 Any consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein, with any person not named, or described therein. Any agreement to arbitrate and any agreement to arbitrate with additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

14.3 If the parties voluntarily consent to arbitration, notice of the request for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration

Association. No claim may be made until the period of time which begins with the date on which the Owner's Representative has issued a written decision and ends thirty (30) days after the date on which the written decision is received. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. A request for arbitration shall contain a statement setting forth the nature of the controversy, reference or attach the Owner's Representative's decision in issue, identify this Contract by title, state the amount involved, if any, and the remedy sought. Two copies of the demand shall be filed with the regional office of the American Arbitration Association in the county in which the project is located, together with two copies of Articles 9 and 14 and the appropriate filing fee as provided in the American Arbitration Association Construction Industry Arbitration Rules.

14.4 Voluntary arbitration shall be in accordance with the Construction Industry Arbitration Rules of the AAA in effect on the date on which the arbitration is demanded except that the following modifications to those Rules shall apply:

- (a) The arbitrator(s) shall be neutral and appointed by the AAA; and
- (b) A controversy involving less than \$50,000 shall be heard by a single arbitrator; a controversy involving \$50,000 or more shall be heard by three (3) arbitrators one of whom shall be an attorney.

14.5 The award rendered by the arbitrator(s) shall be final. The exclusive forum for the confirmation and enforcement, vacation or correction of an award shall be the Superior Court of the State of California, County of San Diego.

Performance of Contract During Arbitration:

14.6 Pending an award by the arbitrator(s), the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Owner's Representative's decision unless the parties to this Contract otherwise agree in writing.

ARTICLE 15 - MISCELLANEOUS

Assignment

15.1 Neither party to the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any monies due or to become due to the Contractor hereunder, without the previous written consent of the Owner. Any assignment of money shall be subject to all proper withholdings in favor of the Owner and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Owner for completion of the Work should the Contractor be in default.

ARTICLE 16 - CALIFORNIA STATE REQUIREMENTS

Nondiscriminatory Practices:

16.1 The City of El Cajon Affirmative Action Plan requires contractors who are awarded contracts for construction, alteration, maintenance or demolition, their Subcontractors and suppliers, to take affirmative action to improve employment of racial and ethnic minorities in the construction industry, in accordance with Executive Order 11246. To comply, each contractor awarded a construction contract by the City of El Cajon shall agree, and by signing and submitting, a proposal for this contract does certify, to comply with mandated regulations as set forth by Executive Order 11246.

16.1.1 The Contractor shall not willfully discriminate against any employee or applicant for employment, and all applicants for employment and current employees shall be treated equally without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation of such persons.

16.1.2 The Contractor shall advise unions and other organizations, which represent employees of the provisions of this Agreement and post in a conspicuous place to the unions an equal employment opportunity sign to be furnished by the Owner.

16.1.3 Violation by the Contractor of this Article or the State Fair Employment Practice Act shall be cause to terminate this Contract.

16.1.4 None of the provisions of the Contract shall be used to preclude the Owner from pursuing other remedies available under law for noncompliance with these provisions.

16.1.5 The provisions of this paragraph 16.1 apply to each and every Subcontractor hired by, or under contract with the Contractor.

Apprentices:

16.2 Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ration thereunder, the Contractor (and Subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this Paragraph 16.2 lies with the Contractor. The Owner's policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

Prevailing Wage Rates:

16.3 As required by Sections 1770 and following, of the California Labor Code, the Contractor (and Subcontractors) shall pay no less than the prevailing wage per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.

16.4 The Contractor (and Subcontractors) shall, as a penalty to the Owner, forfeit not more than \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the contract by it or by any Subcontractor under it. The amount of this penalty shall be determined by the Labor Commissioner.

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

16.5 Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. 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:

16.5.1 The information contained in the payroll record is true and correct.

16.5.2 The Contractor or Subcontractor has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.

16.6 The payroll records enumerated under Paragraph 16.5 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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

16.6.2 A certified copy of all payroll records enumerated in Paragraph 16.5 shall be made available for inspection or furnished upon request to a representative of the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

16.6.3 A certified copy of all payroll records enumerated in Paragraph 16.5 shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph 16.6.2 the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

16.7 The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

16.8 The Contractor or Subcontractor shall file a certified copy of the records, enumerated in Paragraph 16.5 with the entity that requested the records within 10 days after receipt of a written request.

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

16.10 The Contractor shall inform the body awarding the contract of the location of the records enumerated under Paragraph 16.5 including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

16.11 The Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in paragraph 16.5. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Owner, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

Workers' Compensation:

16.12 In accordance with the provision of Section 3700 of the California Labor Code, the Contractor and each Subcontractor shall secure the payment of workers' compensation benefits to its employees.

16.13 Prior to beginning work under the Contract, the Contractor shall sign and file with the Owner the following certification:

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

16.14 Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the Owner, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation.

Working Hours:

16.15 The Contractor shall comply with all applicable provisions of Sections 1810 to 1815 inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the Owner, 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 such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

Contractor Not Responsible for Damage Resulting From Certain Acts of God:

16.16 As provided in Section 7105 of California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of five percent (5%) of the contracted amount, provided that the Work damaged was built in accordance with accepted and applicable buildings standards and the plans and specifications of the Owner. The Contractor shall obtain insurance to indemnify the Owner for any damages to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

Concrete Forms, Falsework, and Shoring:

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

Protection of Workers in Trench Excavations:

16.18 As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Owner, the Architect, no any of their officers, agents, representatives, or employees.

Public Works Contracts; Assignment to Awarding Body:

16.19 In accordance with Section 7103.5 of the California Public Contract Code, the Contractor and Subcontractor shall conform to the following requirements: In entering into a public works contract, or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professional 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.

Submission of Bids; Agreement to Assign:

16.20 In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

ARTICLE 17 - FEDERAL REQUIREMENTS

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

17.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

17.2 The contractor will, in all solicitations or advancements 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, sexual orientation, gender identity, or national origin.

17.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

17.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17.5 The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

17.6 The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

17.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

17.8 The contractor will include the provisions of paragraphs (17.1) through (17.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SPECIAL CONDITIONS

1. PRE-BID CONFERENCE

A non-mandatory pre-bid meeting will be held on **June 8, 2022 at 10:00 a.m.** at 1153 E Madison Ave., El Cajon, California 92021. The purpose of this meeting is to cover general information, special project requirements and to give a brief review of the Scope of Services. Any and all questions shall be posted on PlanetBids. The pre-bid conference is not mandatory; however, prospective bidders are encouraged to attend.

2. INFORMATION ITEMS

Performance Bond, Labor & Material Bond and Workers Compensation (Certification by Contractor) are part of this bid as information items only and are to be completed and submitted by the successful bidder(s) after award.

3. AFFIRMATIVE ACTION IN THE EMPLOYMENT OF CONTRACTORS

The City of El Cajon Affirmative Action Plan provisions are applicable to this contract. A complete copy can be viewed at <https://www.elcajon.gov/i-want-to/view/documents-forms-library/-folder-202> or obtained upon request from the Purchasing Division at purchasing@elcajon.gov.

4. FEDERAL LABOR STANDARDS PROVISIONS

Provisions of Federal Labor Standards Provisions (HUD 4010), a copy of which is attached hereto, are applicable to this contract.

5. EMPLOYMENT RECORDS

The contractor is to furnish certified payrolls for all labor on a weekly basis to the Project Manager via VPM, indicating payment of the appropriate Prevailing Wage Rates for each craft.

6. ALTERNATES

The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. The contractor shall submit any alternate item for approval. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. The approval of any alternate shall be made by the Architect and/or the City. Notwithstanding the foregoing, the City may impose additional restrictions in the Specifications section of these documents. All information required to make an informed decision on an alternate item must be submitted as part of the bid. Submission of data substantiating a request for a substitution of an item of "equal or better in quality and utility" must be provided, in writing, within 5 business days of bid due date and time to purchasing@elcajon.gov.

7. GEOGRAPHIC RESTRICTIONS

City of El Cajon shall refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by federal procurement rules.

8. SPECIALTY ITEMS

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed will be deducted from the

Contract Price before computing the amount required to be performed by the Contractor with its own organization. When a portion of an item is subcontracted, the value of the work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, which must accompany with their bid offer, and is subject to approval by the Engineer. The following items have been designated as "Specialty Items" in accordance with the provisions of Section 3-2 of the Standard Specifications for Public Works Construction and Public Contract Code Sections 4100 through 4113:

2" PVC Conduit in Dirt, No. 3-1/2 Pull Box, Twin Park Light Standard Luminaire, and Conductors and Wiring

9. UNDERGROUND UTILITIES

Section 4216 of the Government Code requires a Dig Alert Identification Number be issued before excavation will be permitted. Call for mark-outs and a Dig Alert I.D. number from Underground Service Alert, at 1-800-422-4133, at least two (2) working days before excavating.

10. STORM WATER MANAGEMENT AND DISCHARGE CONTROL

10A. JURISDICTIONAL RUNOFF MANAGEMENT PROGRAM (JRMP)

The JRMP is the City of El Cajon's approach to improving water quality in rivers, bays, lakes, and ocean through reducing discharges of pollutants to the Municipally Separate Storm Sewer System (MS4) storm drain system. To reduce pollutants in MS4 discharges to water bodies, the City implements or requires its residents, businesses, municipal facilities, and land owners to implement a variety of measures known as best management practices (BMPs). All municipal activities shall be conducted in accordance with the City's JRMP.

i. Demolition/Construction

Municipal projects involving demolition/construction activities shall implement a minimum level of BMPs to help prevent the discharge of pollutants including sediment, toxic chemicals or other construction related materials to the City's MS4 storm drain system. The following is a list of minimum BMPs to be used for Demolition/Construction related municipal activities:

BMP 1: Eliminate illicit non-storm water discharges	<p>Non-storm water (water other than rain) shall not be discharged to the City's MS4 storm drain. To eliminate illicit discharges, do not allow any solid or liquid material except uncontaminated storm water to enter City storm drains, curb gutters along City streets, or any other part of the City's MS4.</p> <p>CASQA:</p> <p>SC: 10 Storm Drain Inlet Protection</p> <p>SC:44 Drainage System Maintenance</p>
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<p>BMP 4: Eliminate the discharge of vehicle and equipment wash water</p>	<p>Wastewater associated with washing activities shall not be allowed to enter the City's MS4 storm drains, curbs and gutters, or any other part of the City's MS4. All wash water must be contained, captured, and disposed of appropriately. Designated washing areas may consist of a container, a berm, or a liner to collect and contain liquids to prevent runoff.</p> <p>CASQA:</p> <p>SC: 10 Storm Drain Inlet Protection</p> <p>SC:21 Automotive Service Maintenance</p>
<p>BMP 14: Protect unpaved areas, including landscaping, from erosion using vegetative or physical stabilization</p>	<p>Exposed soils that are actively eroding or prone to erosion due to disturbance shall be protected from erosion. Significant accumulations of eroded soil shall be removed or contained to prevent sediment transport in runoff to the City's MS4 storm drain system.</p> <p>CASQA: SC:41 Building & Grounds Maintenance</p>
<p>BMP 16: Implement good housekeeping to keep site free of trash and debris</p>	<p>Outdoor areas shall be cleaned as needed to keep them free of accumulations of trash, sediment, litter, and other debris to help prevent transport to the City's MS4 storm drain system.</p> <p>CASQA: SC:41 Building & Grounds Maintenance</p>
<p>BMP 30: Temporarily protect storm drains from non-storm water discharges while conducting activities that have the potential to result in a discharge</p>	<p>If municipal activities conducted cannot be fully contained or minor failures in containment would potentially result in discharges of non-storm water to the MS4, temporary measures shall be used to protect the storm drain system. Any municipal activities and construction related materials that enter the MS4 storm drain system shall be removed promptly and disposed of appropriately (in accordance with other minimum BMPs). Keep storm drain inlets and under drains free of sediment, trash, and debris.</p> <p>CASQA:</p> <p>SC: 10 Storm Drain Inlet Protection</p> <p>SC:44 Drainage System Maintenance</p>
<p><i>City of El Cajon's Jurisdictional Runoff Management Plan, Minimum Best Management Practices for Industrial, Commercial, and Municipal Site/Sources, 2015.</i></p>	

Copies of the complete JRMP are available online at <https://www.elcajon.gov/i-want-to/view/documents-forms-library/-folder-137> or reviewed in person at City of El Cajon's City Hall (200 Civic Center Way). For any questions regarding the JRMP, or to make an appointment with

the storm water management staff to discuss and/or review requirements, please call (619) 441-1653.

10B. STORMWATER MANAGEMENT AND DISCHARGE CONTROL

City of El Cajon's Municipal Code Chapter 13.10 (Stormwater Management and Discharge Control) identifies management practices to help protect health, safety and general welfare of citizens of El Cajon and improve water quality. Management practices will help reduce the adverse effects of polluted runoff discharges on waters of the state; to secure benefits from the use of storm water as a resource; and to ensure that the city is compliant with the Municipal Permit. The Municipal Code requires the control of non-stormwater discharge and reduction of pollutant discharge to the maximum extent practicable. Pollutant, as defined by the Municipal code means any agent that may cause or contribute to the degradation of water quality such that a condition of pollution or contamination is created or aggravated. To maintain compliance with the City of El Cajon's Municipal Code CHAPTER 13.10 and Municipal Stormwater Permit, non-stormwater pollutant discharges must be controlled to the maximum extent practicable.

Any proposed demolition/construction activities that includes the disturbance of surface area less than < **1 acre** requires the development of a Water Pollution Control Plan (WPCP).

Any proposed demolition/construction activities that includes the disturbance of surface area greater than > **1 acre** requires the development of a Storm Water Pollution Prevention Plan (SWPPP).

A template for the WPCP/SWPPP can be found at: <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control>. The Contractor shall be responsible for the design of a WPCP/SWPPP and implement Best Management Practices (BMPs) to help eliminate pollutant discharges to the MS4 storm drain system. Use CASQA and/or Caltrans BMP factsheets. The WPCP/SWPPP must be submitted prior to any construction activities including soil disturbance, grading, clearing of vegetative material.

The WPCP/SWPPP shall be submitted at least ten (10) working days prior to the start of construction and shall be approved in writing by the City Engineer prior to commencing work.

The Contractor shall implement the WPCP/SWPPP and take remedial and preventive action immediately when pollutant discharge occurs and/or the City Engineer/Public Works Director directs. Full compensation for all work involved in Stormwater Management and Discharge Control, including the WPCP/SWPPP, furnishing, installation, maintenance and removal of all necessary BMP materials (including silt fences, gravel bags, and materials) and all necessary labor, tools and equipment, shall be considered as included in the contract prices paid for the various items of work and no additional payment will be made therefor.

11. MODIFICATIONS, PERFORMANCE, PAYMENT

Article 1.7 of Chapter 1 of Part 3 of Division 2 of the Public Contract Code is incorporated by reference. A copy is attached in accordance with the provisions of Public Contract Code Section 20104.50(f).

12. WASTE HAULING

The City of El Cajon has an exclusive contract with EDCO Disposal Corporation for the hauling and disposal of solid waste, excluding hazardous waste. If the Contractor uses a waste hauler to remove and dispose of solid waste generated by demolition, it must use EDCO Disposal

Corporation. This does not prevent the Contractor from using its own containers and using its own vehicles to haul waste to a licensed disposal facility. Prior to starting work, the Contractor must identify the hauler to be used for disposal.

13. NON-WORKING DAYS

The following days are considered non-working days in the City of El Cajon and any construction work unless specifically waived by the City Engineer will not be allowed.

Recognized Holidays for the remainder of 2022:

May 30 (Memorial Day)
 July 4 (Independence Day)
 September 5 (Labor Day)
 November 11 (Veterans Day)
 November 24-25 (Thanksgiving)
 December 23-January 2, 2023 (City of El Cajon Holiday Closure)

14. CITY HALL OFFICE HOURS

Monday through Thursday: 7:30 a.m. – 5:30 p.m.
 Alternate Fridays: 8:00 a.m. – 5:00 p.m.

Closed on the following Fridays for the remainder of 2022:

May, 13 and 27
 June, 10 and 24
 July, 8 and 22
 August, 5 and 19
 September, 2, 16, and 30
 October, 14 and 28
 November, 11 and 25
 December, 9 and 23

Construction will be allowed on all Fridays noted above, unless it falls on a recognized holiday.

15. PROJECT MANAGEMENT DOCUMENTATION & ADMINISTRATION

- a. The City of El Cajon reserves the right to utilize an online cloud-based project management system. Virtual Project Manager (VPM) allows for paperless documentation and project administration. For more information, go to www.virtual-pm.com.
- b. Virtual Project Manager (VPM) allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.
- c. The use of VPM by the Contractor is mandatory. Access to VPM will be provided at no cost to the contractor.
- d. In order to utilize VPM, the contractor needs a computer, internet access, a digital camera, and a scanner. For more information, go to www.virtual-pm.com. To Login, from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the City's Representative.
- e. The contractor shall use the following features:

- i. Daily Logs: Contractor's daily reports shall be entered electronically here.
- ii. Change Order Manager: Contractor requests for change order shall be submitted electronically here.
- iii. Transmittals: Schedules, etc. shall be electronically submitted here.
- iv. Submittals: Submittals requiring approval shall be submitted electronically here.
- v. RFIs: Requests for information (RFIs) shall be submitted electronically here.
- vi. Payment Applications: Monthly Payment Applications shall be submitted by the specified date for review and approval by submitting current work items completed within the schedule of values. Contractor to submit back-up as required.

16. LCP TRACKER SOFTWARE (CERTIFIED PAYROLLS)

- a. LCP Tracker software allows for the submittal of weekly certified payrolls and related labor compliance documentation. LCP Tracker is available to the Contractor involved with the project via internet access.
- b. LCP Tracker must be utilized to submit Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) requirements implemented by the U.S. Department of Housing and Urban Development (HUD) (Section 3). Additional details of the referenced requirements are found in the CITY OF EL CAJON SECTION 3 IMPLEMENTATION PLAN Section below.
- c. The use of LCP Tracker by the Contractor is mandatory for this project. Access to LCP Tracker will be provided at no cost to the Contractor.
- d. In order to utilize LCP Tracker, the Contractor will require a computer with internet access. A digital camera and a scanner may be useful as well. For additional information, go to www.lcptracker.com. To login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the City.

17. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 CFR § 200.321, Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms, the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

18. 2 CFR PART 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

In addition to the requirements set forth in this specification, the successful vendor shall be required to take cognizance of and comply with all requirements set forth in the Federal Requirements, attached hereto as Appendix A - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and incorporated herein by this reference.

19. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Vendor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

20. CONFLICTS OF INTEREST

Vendor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Vendor shall not employ any person having any such interest in the performance of this Agreement. Vendor shall not hire City's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services.

20.1 El Cajon Municipal Code 2.75.010 Conflict of Interest Code; Campaign Disclosure Statements, can be viewed at https://qcode.us/codes/elcajon/view.php?topic=2-2_75&showAll=1 or obtained upon request from the Purchasing Division at purchasing@elcajon.gov.

21. SYSTEM FOR AWARD MANAGEMENT (FAR 52.204-7)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be

required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

22. SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (FAR 52.204.13)

(a) Definitions. As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [subpart 4.12](#); and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision [52.204-7](#) with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1) (i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be

issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

SPECIAL PROVISIONS

SECTION 1 - PRECEDENCE OF CONTRACT DOCUMENTS

All work and materials will conform to the following provisions, plans, or specifications in the priority sequence so indicated:

- A. Permits issued by jurisdictional regulatory agencies.
- B. Change Orders and Supplemental Agreements; whichever occurs last.
- C. Contract/Agreement.
- D. Addenda.
- E. Bid/Proposal.
- F. Special Provisions/Specifications.
- G. Detail Plans issued by the Public Works Department (Drawing Number 1304, Sheets 1 of 3 inclusive).
- H. Standard Plans:
 - 1. The San Diego Regional Standard Drawings, 2018 edition, adopted by City Council Resolution No. 086-19 on September 10, 2019, herein referred to as the "Regional Standard Drawings" or "SDRSD".
 - 2. California State Department of Transportation Standard Plans and Revised Standard Plans, 2018 Edition, herein referred to as the "Caltrans Standard Plans" or "Caltrans Revised Standard Plans".
- I. Standard Specifications:
 - 1. The Standard Specifications for Public Works Construction (Green Book), 2021 Edition, with Regional Supplement Amendments, adopted by City Council Resolution No. 086-19 on September 10, 2019, herein referred to as the "Standard Specifications."
 - 2. California State Department of Transportation Standard Specifications and Revised Standard Specifications, 2018 Edition, herein referred to as the "State Specifications" or "Caltrans Specifications".
 - 3. The "California Manual on Uniform Traffic Control Devices for Streets and Highways", latest Edition, herein referred to as the "CA-MUTCD".
 - 4. The "California Manual on Uniform Traffic Control Devices for Streets and Highways, Part 6, Temporary Traffic Control", latest Edition, herein referred to as the "Traffic Control Manual."
- J. Referenced Specifications.

SECTION 2 - BEGINNING OF WORK AND TIME FOR COMPLETION

The Contractor shall begin work within ten (10) days after issuance of the Notice to Proceed, and shall diligently prosecute the same to completion before the expiration of **forty (40) working days** after the date of the Notice to Proceed. **Forty (40) working days** is the term of the contract.

The day the Notice to Proceed is issued shall not be counted as a working day. By submitting a bid, the Contractor agrees that the term of this contract is the number of working days indicated in paragraph one above.

Prior the start of the project, the Contractor is required to submit a **PROPOSED PROJECT SCHEDULE** indicating completion of the project by the end of the term of the contract. Where the schedule indicates completion before the end of the term of the contract, the Contractor shall also show the late completion schedule for each item. The late completion date of the project must coincide with the contract completion date. "Float" is the time between the early and late completion date for any activity on the critical path. It belongs to both the Contractor and the City and may be used by either on a first-claimed basis. It is understood between the parties there will be no compensation due for delays, unless contract completion is delayed beyond the contractual completion date, (See Section 15 **Claims** herein regarding delay claims). The schedule, where applicable, shall follow the precedent of operations called for in the specifications or these Special Provisions. The schedule shall identify the controlling items of work that must be completed prior to another item being able to start. Schedules which do not meet these requirements shall be rejected and will delay the issuance of the Notice to Proceed. When a delay in submitting an acceptable Proposed Project Schedule prevents the Notice to Proceed from being issued within thirty (30) days after execution of the Contract, such a delay will be a basis for a finding of default. If the Contractor submits an acceptable proposed Project Schedule prior to the City's issuance of a Notice of Default, the City may, in its sole discretion, issue the Notice to Proceed.

During the first week following the commencement of work, the Contractor shall submit a **FINAL SCHEDULE** in accordance with all requirements of the **Proposed Project Schedule**, indicating the calendar dates that each event on the critical path will be completed. On a monthly basis, on the payment cutoff date, the Contractor shall submit an update to the accepted **Final Schedule**, which accurately indicates progress to that date for each item on the critical path. No change to the accepted **Final Schedule** is permitted without the written consent of the City Engineer.

Periods of inclement weather which adversely affect prosecution of the work shall, with the approval of the City Engineer, not be counted in the total working days.

Periods when any stop work notice is in effect, due to the Contractor's failure to comply with any provisions of the contract, shall be counted in the total working days.

SECTION 3 - MISCELLANEOUS

3.1 General

Attention is directed to Section 6 "Control of Materials", of the State Specifications and these Special Provisions.

3.2 City Furnished Materials

Attention is directed to Section 6-2.03, "Department Furnished Materials", of the State Specifications and these Special Provisions.

The following materials will be furnished to the Contractor: **None**.

SECTION 4 - DESCRIPTION OF WORK

The work to be done consists, in general, of:

- Excavation and export of existing native soil.
- Installation of 2-inch electrical conduit, pull boxes, wiring, and lighting.
- Tree removal.
- Installation of Class 2 aggregate base.
- Installation of reinforced PCC Pad.
- Installation of basketball hoops and basketball court surfacing.
- Installation of benches and trash cans.

Such other items or details not mentioned above, that are required by the plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed or installed.

All tools, materials, labor, and traffic control will be furnished by the Contractor and the construction of all appurtenances and other work as may be necessary to render the above improvements complete and workable.

The items are to be constructed or furnished and installed in a complete and workmanlike manner, in accordance with the Specifications and/or Special Provisions, all as shown on the project plans, inclusive, as specified herein and as directed by the Engineer.

The Contractor shall review the contract plans and Specifications and present Requests for Information (RFI), including requests for changes of condition, sufficiently in advance to avoid delays in the work.

RFI's submitted by the Contractor shall clearly indicate the information requested and the basis for the request in light of the plan and specification requirements or alleged lack thereof. Each RFI shall be numbered by the contractor and shall be accompanied by a priority list stating the requested order of response when there is more than one RFI currently under consideration. Failure to prioritize RFI's will be grounds for denying a delay claim.

Where provisions of the contract, detail plans, Special Provisions, Standard Plans, Standard Specifications, supplements or amendments clearly answer the question raised in an RFI, the City may deduct from the Contractor's payment the costs of lost time and material expense associated with answering the RFI.

Section 2-5.1 of the Standard Specifications is supplemented by the following:

The Contractor shall be solely responsible for locating items, which, if contacted, would damage his equipment and for all costs of repair to damaged equipment.

SECTION 5 - TESTING AND SURVEYING

If applicable, the City of El Cajon shall pay for all tests that indicate the specifications have been met. All tests that indicate the specifications have not been met shall be paid for by the Contractor.

All surveying to lay out the work and set construction stakes will be performed by the City.

The second paragraph of Subsection 2-9.2 of the Standard Specifications is hereby deleted and changed to read: "The Contractor shall discuss his survey needs with the City Engineer far enough in advance to prevent delays on the project and to find out how long it will take to complete the needed survey services." Survey requests shall be made in writing.

SECTION 6 - UTILITIES

Any modifications, construction, or installation affecting service or supply controlled by a utility owner must be made pursuant to the direction and under the control of the affected utility owner. The Contractor shall contact the respective utility owners for additional information concerning this matter.

Underground utilities may not be shown on the plans in their entirety. The Contractor shall be responsible for exposing, verifying locations both horizontal and vertical, and maintaining all existing underground utilities, shown or not shown on the plans, marked or not marked in the field, at the Contractor's expense during construction. The Contractor shall make the necessary arrangements for their removal or relocation with the respective utility owners as may be required, sufficiently in advance to prevent a delay in the Contractor's operations, at the Contractor's expense.

The City may grant a time extension for utility delays when, in the sole opinion of the City Engineer, the Contractor could not have avoided the delay by judicious handling of forces. However, no additional payment will be made for such delay, and the Contractor will be required to provide the City Engineer with written documentation of the dates of notice to the utility owner and beginning and end of the delay, prior to approval of an extension of time.

Section 402-3 and Section 402-4 of the Standard Specifications are hereby deleted and will not apply to this contract.

The last sentence of the third paragraph of Section 402-2 of the Standard Specification,

"When authorized by the Engineer, support or protection of the utility will be paid for as provided in 7-3 or 7-4." is hereby deleted, and no additional payment will be made therefor.

SECTION 7 - LAWS TO BE OBSERVED

Contractor's attention is directed to Section 5-1, "Laws and Regulations", of the Standard Specifications. Contractor shall comply with Chapter 9.72, "Littering Ordinance", and Chapter 13.10, "Stormwater Management and Discharge Control", of the Municipal Code of the City of El Cajon, including Chapter 13.10.030, as amended.

SECTION 8 - STORMWATER MANAGEMENT AND DISCHARGE CONTROL (CONSTRUCTION)

8.1 Stormwater Management and Discharge Control

8.1.1 General

Contractor shall provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and adjacent areas. Remove physical evidence of temporary facilities at completion of work.

The Water Pollution Control Plan (WPCP) shall include a Waste Management Plan to transport, handle, and store contaminated waste soil excavated from the pipe trench for dewatering and disposal. The plan shall include a site plan showing the location of BMP elements and activities describing Best Management Practices, for which the Contractor shall adhere to. The anticipated best management practices include, but are not limited to:

- Geotextiles, Plastic Covers & Erosion Control Blankets/Mats as alternatives for soil stabilization and erosion control;
- Silt Fence for sediment control;
- Fiber Rolls for soil stabilization and sediment control;
- Gravel Bag Berms around the trench site and the construction staging areas to prevent stormwater runoff and inflow from outside the site;
- Street Sweeping and Vacuuming the active construction site; and
- Storm Drain Inlet Protection where applicable.

The plan shall be submitted and approved before any waste soil is transported for disposal.

8.1.2 Dust Control

Contractor shall be responsible for controlling objectionable dust caused by its operation of vehicles and equipment, clearing or for any reason whatever. Contractor shall apply water and calcium chloride or use other methods subject to the approval of the City's Representative, which will keep dust in the air to a minimum. The Contractor's operations shall comply with Air Quality Control Board requirements.

8.1.3 Water Control

Contractor shall provide methods to control surface water and water from excavations and structures to prevent damage to the work, the site, or adjoining properties.

Control fill, grading and ditching to direct water away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, damage or nuisance. Water control shall comply with local and federal permitting requirements.

Contractor shall provide, operate and maintain equipment and facilities of adequate size to control surface water.

Contractor shall dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

8.1.4 Pollution Control

Contractor shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

Contractor shall provide equipment and personnel, and perform emergency measures required to contain any spillages, and to remove soils or liquids contaminated as a result of contractor's activities.

- Excavate and dispose offsite any contaminated soil or liquid and replace with suitable compacted fill and topsoil.

Contractor shall take special measures to prevent harmful substances from entering public waters.

- Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

All Contractor's equipment used during construction shall conform to all current federal, state and local laws and regulations.

8.1.5 Erosion Control

Contractor shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills and from borrow areas, and to prevent erosion and sedimentation.

1. Hold the areas of bare soil exposed at one time to a minimum.
2. Provide temporary control measures such as berms, dikes and drains.

Contractor shall construct fill areas by selective placement to eliminate surface silts or clays, which will erode.

Contractor shall periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

The Contractor shall implement the WPCP/SWPPP and take remedial and preventive action immediately when pollutant discharge occurs and/or the City Engineer/Public Works Director directs.

Full compensation for Stormwater Management and Discharge Control, including the WPCP/SWPPP, as specified includes but is not limited to furnishing, installation, maintenance and removal of all necessary BMP materials (including silt fences, gravel bags, and materials) and all necessary labor, tools and equipment, and shall be paid at the unit price bid for **Stormwater Management and Discharge Control** and no additional allowance will be made therefor.

SECTION 9 - CONSTRUCTION DETAILS

9.1 MOBILIZATION

Mobilization shall include the preparatory work that must be performed or costs incurred before starting work on the various items of the project site (Public Contracts Code § 10104); including activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site.

Order of work shall conform to the provisions in Section 5, "Control of Work", of the State Specifications and these Special Provisions.

No work above ground shall be performed on the project until the Contractor has received all required materials, unless otherwise permitted by the City Engineer.

The Contractor shall implement a pedestrian safety plan that provides for the safety and protection of those persons using the park during the life of the project and provide for ADA access around the areas of work. The pedestrian safety plan shall include appropriate safety measures for the various items of work. Any vehicles in motion on the site must be escorted.

Full compensation for Mobilization as specified includes but is not limited to all work involved, including but not limited to the following principal items: mobilizing labor force; pedestrian safety; obtaining bonds; moving equipment and temporary construction facilities onto site; pre-construction meetings, proper cleaning and clearance of the site to return it to its original condition;

removal of all Contractor equipment, supplies, and labor force; warranty provisions; payments for bonds, and obtaining insurance, and for related items of work not otherwise provided for necessary to complete the work as shown on the plans, as specified herein, shall be paid at the unit price bid for **Mobilization and Preparatory Work** and no additional allowance will be made therefor. Fifty percent (50%) of the bid item shall be paid with the first payment, Twenty-five percent (25%) of the bid item shall be paid when work is at least 50% complete and the remaining balance shall be paid on completion of the punch list.

9.2 TREE REMOVAL

Individual tree removal work shall conform to Section 300-1 of the Standard Specifications and be performed in advance of earthwork. All cuttings and debris shall be removed from the public right-of-way immediately. All tree stumps shall be removed by grinding to a depth of 2 feet below existing ground surface.

Where underground utilities conflict with tree or stump removal, the utilities shall be carefully supported and protected from injury by the Contractor and in case of damage, they shall be restored by the Contractor at the Contractor's expense to the satisfaction of the City Engineer. Any voids created by stump removal shall be backfilled to the existing grade with Class "A" Topsoil in accordance with Section 800 of the Standard Specifications.

Full compensation for Tree Removal as specified includes but is not limited to furnishing all labor, materials, tools, equipment, incidentals, and all work involved in tree removals as shown on the plans including stump removal, stump grinding, protections or repairs of utilities, placement of Class A topsoil, and backfill, and shall be paid at the unit price bid for **Tree Removal 2" to 6"**, **Tree Removal 7" to 11"** and **Tree Removal 12" to 16"** and no additional allowance will be made therefor.

9.3 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Protection and restoration of existing improvements shall be in accordance with Section 400 of the Standard Specifications. Private and public facilities and structures, including decorative pavement, fencing, landscaping, etc., removed in conflict with construction shall be replaced in kind.

Improvements such as sidewalks, curbs, gutters, Portland cement concrete and asphalt concrete pavements, underlying material, lawns and plants, and any other improvements removed, broken or damaged by the Contractor's operations, shall be replaced or reconstructed with the same kind of material as found on the work or with materials of equal quality. The new work shall be left in a serviceable condition.

Asphalt pavement and base removed in connection with construction shall be removed in accordance with Section 300-1.3 of the Standard Specifications and replaced in accordance with Sections 200, 201, 203, 301, 302, and 303-5 of the Standard Specifications, applicable provisions of the Regional Supplement Amendments, the Standard Drawings and as indicated on the plans.

Where asphalt concrete surfacing is repaired or replaced, the contractor will install base material to the same thickness as the existing section. Base material shall be compacted to 95% relative density.

Base replacement shall be Class 2 Aggregate Base conforming to the requirements of Section 200-2.2 of the Standard Specifications and to the grading requirements for 3/4" maximum size aggregate. Tack coat shall be quick setting (see 7-6, Tack Coat, above) emulsified asphalt applied in conformance with Section 302-5.4 of the Standard Specifications. Asphalt concrete shall be Type

III-B2-PG 64-10 and Type III-C2-PG 64-10 with a maximum of fifteen percent (15%), by dry weight, RAP. However, the RAP shall first be processed to a maximum size equal to the aggregate size in the new AC.

Concrete curb and gutter, concrete sidewalk, and concrete driveway shall be removed where shown on the plans in accordance with Section 300-1.3 of the Standard Specifications, and replaced in kind according to Section 303-5 of the Standard Specifications.

Full compensation for protection and restoration of existing improvements as specified includes but is not limited to furnishing all labor, materials, tools, and equipment involved in protection and restoration of existing public and private improvements, including replacement of fencing, gates, concrete curb, gutter, sidewalk, driveway, street paving including asphalt and base material, and decorative pavements, shall be considered as included in the unit price bid for the various items of work with related improvements, and no additional allowance will be made therefor.

9.4 2" ELECTRICAL CONDUIT

Electrical conduit shall conform to the Provisions in Section 86-2.05, "Conduit" of the State Specifications and these Special Provisions and be limited to rigid electrical non-metallic (PVC schedule 40) conduit.

The ends of conduits terminating in pull boxes shall be sealed with an approved type of sealing compound.

Full compensation for 2" Electrical Conduit includes but is not limited to furnishing all labor, materials, tools, equipment, and incidentals, for the installation of conduit, as specified shall be paid at the unit price bid for **2" PVC Conduit in Dirt** and no additional allowance will be made therefor.

9.5 NO. 3-1/2 PULL BOX

Pull boxes, pull box covers and pull box lids shall be concrete and conform to the requirements of Caltrans Standard Plan ES-8A. Pull boxes shall be No. 3-1/2.

Full compensation No. 3-1/2 Pull Box includes but is not limited to furnishing all labor, materials, tools, equipment, and incidentals, for the installation of pull boxes as specified and shall be paid at the unit price bid for **No. 3-1/2 Pull Box**, and no additional allowance will be made therefor.

9.6 PARK LIGHTING

The installation and construction of public lighting and other related work shall conform to the provisions in Section 86, "Signals and Lighting", of the State Specifications, the plans, these Special Provisions, City of El Cajon Public Works Standard Drawing FS-303, and the State Standard Plans.

9.6.1 TWIN PARK LIGHT STANDARD LUMINAIRE

Twin park lighting standards shall be South Coast Lighting & BCWAR1215-FL5-240-CAUNI-2-48-K823-P4FL-IV/V-150W-BLK or approved equal. The height of the pole shall be 20 feet and the length of the arm shall be 53-1/2 inches.

Luminaires for the park lights shall be black King K823 Falconridge Sr. – LED Pendant, or approved equal. The luminaire shall have an average lifetime of 100,000 hours and a 7-year warranty.

The Contractor shall install new concrete footings for each light, and shall be constructed as shown in conformance with Sections 201 of the Standard Specifications and in accordance with applicable standard drawings and details as per plan.

Full compensation for Twin Park Light Standard and Luminaire as specified includes furnishing all labor, materials, tools, equipment, paint, incidentals, footings, and all work involved in the placement shall be considered in the contract unit price paid for **Twin Park Light Standard Luminaire**, and no additional allowance will be made therefor.

9.6.2 CONDUCTORS AND WIRING

Light conductors shall conform to the provisions of Section 86-2.08, "Conductors and Cables" of the State Specifications and conform to THHN/THWN specifications. The Contractor shall furnish and install one dedicated circuit using (3) #10 wire including necessary circuit breakers.

Full compensation for Conductors and Wiring as specified includes furnishing all labor, materials, tools, equipment, splicing, breakers, incidentals, and all work involved in the placement shall be paid at the unit price bid for **Conductors and Wiring** and no additional allowance will be made therefor.

9.6.3 BONDING AND GROUNDING

Bonding and Grounding shall conform to the requirements in Section 86-2.10 of the State Specifications and these Special Provisions. A grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the adjacent pull box. All non-metallic conduits shall be bonded with a #8 copper wire run continuously in all other circuits.

Full compensation for Bonding and Grounding as specified includes furnishing all labor, materials, tools, equipment, splicing, incidentals, and all work involved in the placement shall be considered in the contract price paid for the various items of work with related improvements, and no additional allowance will be made therefor.

9.7 CAMERA SYSTEM

Contractor shall furnish and install a Bosch Flexidome Starlight camera (model NDE-8502-R) or approved equal. Each camera shall include a pole mount adapter (NDA-U-PMAL), pendant wall mount (NDA-U-WMT) and a Pendant interface plate (NDA-8000-PIPW). Programming of the cameras will be conducted by city forces.

Outdoor rated Ethernet cable Category 6A shall be installed from the Wells Park server room to the top of each of the pole as shown on the plans. CAT6A shall be routed through the existing and proposed conduit and terminated with RJ45 connector at each end. Contractor shall seal the opening at the top of the pole after cable has been fed through. Contractor shall provide a 6' CAT6A patch cord to connect to the exits switch at the rack. Power over ethernet to the cameras shall be provided by a vigitron (Vi22001) PoE, or approved equal.

Full compensation for furnishing all labor, materials, tools, equipment, power over ethernet unit, ethernet cable, and incidentals, for the Camera System, as specified shall be considered as included in the unit price paid for each for the **Camera System** and no additional payment will be made therefor.

9.8 BLACK VINYL-COATED CHAIN LINK FENCE

Black vinyl-coated chain link fence shall conform to Section 206-6 and Section 206-6.3.2 of the Standard Specifications and shall conform to L-3, M-5, M-6 and M-20 of the Standard Drawings. All fence materials (posts, brace and tension bands, tension bars, fittings, hardware, etc.) shall be vinyl-coated. Installation of chain link fence shall include all fencing, fittings, labor, materials, equipment and removal of any and all excess soil and/or debris to an approved site.

Black-vinyl coated chain link fence shall match existing fence at the fitness adjacent to the new basketball courts.

Chain link fence includes top, bottom and mid-rail. The chain link fence shall include 2-inch, 9 gauge mesh, coated with black-vinyl.

Full compensation for Black Vinyl-Coated Chain Link Fence as specified includes furnishing all labor, materials, tools, equipment, chain link mesh, posts, hardware, coring and transportation of any and all excess soil and/or debris shall be considered in the contract unit price paid for **5' Black Vinyl-Coated Chain Link Fence**, and no additional allowance will be made therefor.

9.9 CLASS 2 AGGREGATE BASE

Class 2 Aggregate Base shall conform to the requirements of Section 200-2.2 of the Standard Specifications, with three-quarter inch (3/4") maximum size graded aggregate.

Base material shall be compacted to ninety-five percent (95%) relative density where it is placed in, or directly below, finish subgrade and ninety percent (90%) otherwise.

The Contractor shall submit certified test reports from the vendor specifying the aggregate gradation along with a certification form the vendor that the material meets the specification and requirements of this section at least five (5) working days prior to the Notice to Proceed.

Full compensation for Class 2 Aggregate Base as specified includes but is not limited to labor, tools, equipment and materials as specified including excavating and disposing of the unsuitable material, loading, hauling, disposal of unsuitable material, placement, moisture conditioning, compacting and all work involved in the placement shall be paid at the unit price bid for **Class 2 Aggregate Base** and no additional allowance will be made therefor.

The provisions regarding the twenty-five percent (25%) quantity change in Section 7-3.5.1 of the Standard Specifications shall not apply to the item Class 2 Aggregate Base.

9.10 REINFORCED PORTLAND CEMENT CONCRETE (PCC) PAD

PCC Pad includes Section G of the San Diego Regional Standard Drawings, and shall be constructed as shown in conformance with Sections 201 and 303-5 of the Standard Specifications and in accordance with applicable standard drawings and details as per plan.

All PCC shall be 560-C-3250. The PCC Pad shall be steel reinforced both ways using #4 (1/2-inch) rebar at 24-inches on-center. PCC Pad includes rebar and double layer 6 mil plastic vapor barrier.

Each site location shall be cleaned up as soon as concrete forms are removed. Each site shall be cleaned to remove concrete residue, dust, disturbed soil not reused, and any other deleterious material shall be removed from the site immediately and each site returned to preconstruction condition. Concrete spillage and construction debris shall be cleaned-up immediately following the work day. Any landscaping or irrigation damage shall be repaired immediately following discovery.

The Contractor shall submit a certification by the vendor that the concrete supplied meets the requirements of the specification along with a test report showing the gradation of the materials supplied at least five (5) days preceding the Notice to Proceed.

Full compensation for Reinforced PCC Pad as specified includes but is not limited to furnishing all labor, materials, tools, equipment, setting, and removing of forms, clean up, landscape and irrigation repair, removal and disposal of existing PCC, saw cutting, earth work/excavation, clearing and grubbing, demolition, removal of tree roots, property occupant notifications, and all work involved shall be paid at the unit price bid for **Reinforced PCC Pad**, and no additional allowance will be made therefor.

9.11 PORTLAND CEMENT CONCRETE (PCC) SIDEWALK

PCC Sidewalk shall be constructed as shown in conformance with Sections 201 and 303-5 of the Standard Specifications and in accordance with San Diego Regional Standard Drawing G-7 and details as per plan.

All PCC shall be 560-C-3250 with Type III fiber reinforcement.

The site location shall be cleaned up as soon as concrete forms are removed. It shall be cleaned to remove concrete residue, dust, disturbed soil not reused, and any other deleterious material. Concrete spillage and construction debris shall be cleaned-up immediately following the work day.

The Contractor shall submit a certification by the vendor that the concrete supplied meets the requirements of the specification along with a test report showing the gradation of the materials supplied at least five (5) days preceding the Notice to Proceed.

Full compensation for PCC Sidewalk as specified includes but is not limited to furnishing all labor, materials, tools, equipment, setting, and removing of forms, clean up, landscape and irrigation repair, removal and disposal of existing PCC, saw cutting, earth work, clearing and grubbing, demolition, removal of tree roots, and all work involved shall be paid at the unit price bid for **PCC Sidewalk (G-7) with Fiber Reinforcement**, and no additional allowance will be made therefor.

9.12 BASKETBALL COURT FURNISHINGS

9.12.1 SURFACING AND STRIPING

The surface of the concrete shall be painted Light Blue with two coats, rolled and the key shall be painted Red. Paint shall be Plexipave Acrylotex Sport System or approved equal. Contractor to submit a sample of the color to the City for review prior to order and painting the basketball court. Basketball court delineation shall be for a half size court furnished with a gooseneck basketball hoop centered on the west side of the court as shown in the plans.

Basketball Court Striping shall be Plexipave Plexicolor line paint, 2" wide. Color: White or approved equal.

9.12.2 BASKETBALL GOAL

Single Basketball Post shall be a single length of 4-1/2" O.D. galvanized steel formed in a gooseneck shape with a 5' offset and 10' higher than the finished grade of the basketball court, as manufactured by Porter Athletic Model No. 175 or approved equal and shall be embedded 3 feet into a 24" x 42" deep concrete foundation as shown in the plans. Post

shall include diagonal braces, backboard mount, bolts, screws, adapters, and all hardware.

Basketball Backboard shall be 1-1/2" fiberglass fan with target and perimeter as manufactured by Porter Athletic Model No. 267 or approved equivalent. Basketball Backboard shall be weather-resistant and moisture-resistant and shall include all necessary hardware.

Basketball goal shall be fabricated from 5/8" diameter high strength cold drawn alloy steel round formed to an 18" inside diameter ring. Inside of ring shall be positioned 6" from face of backboard by heavy, L-shaped, formed steel mounting plate with 5" x 5" mounting hole centers for front mounting on standard fiberglass type backboards, as manufactured by Porter Athletic Model No. 00235000 or approved equivalent. Basketball goal shall include rim supports, mounting plates, and all necessary hardware. Basketball net shall be anti-whip nylon basketball net.

9.12.3 BENCHES

Benches shall be steel 6' long with cedar colored HDPE panels, embedded into the new concrete pad. Benches shall be black powder coated with anti-graffiti clear coat.

Benches shall be as manufactured by Recycle Design, Plane Cantilever Bench Model No. CS14 or approved equal. <http://www.recycledesign.com/>

9.12.4 TRASH RECEPTACLES

Trash Receptacles shall be a steel 32 gallon receptacle, with side opening and plastic liner. Trash receptacles shall be black powder coated with cedar colored HDPE panels, a High Plane cover, and anti-graffiti clear coat. They shall be surface mounted onto concrete pad.

Trash receptacles shall be as manufactured by Recycle Design, Plane Waste Receptacle or approved equal. <http://www.recycledesign.com/>

Full compensation for Basketball Court Furnishings as specified includes but is not limited to furnishing all labor, materials, tools, equipment, concrete footings, and hardware, and all work involved shall be paid at the unit price bid for **Surfacing and Striping, Basketball Goal, Bench, and Trash Receptacle**, and no additional allowance will be made therefor.

9.13 SUBMITTALS

The following submittals are due at the required time as set forth in these Specifications. Submittals are to be submitted on VPM, per Section 14 of the Special Conditions:

1. Denotes five (5) working days prior to the issuance of the Notice to Proceed.
2. Denotes within five (5) working days of the issuance of the Notice to Proceed.

	Submittal Description	Specification Section	Date Due
1	Preliminary Project Schedule	Special Provisions, Section 2	1
2	Final Project Schedule	Special Provisions, Section 2	2
3	Water Pollution Control Plan (WPCP)	Special Conditions, Section 10B & Special Provisions, Section 8	1

4	Waste Hauling: Licensed Disposal Facility	Special Conditions, Section 12	2
5	Employment Records (List of all employees with labor classification wage and benefit statement)	Special Provisions, Section 9.12	2
6	Equipment Rental Rates	Special Provisions, Section 9.13	2
7	PVC Conduit and pull boxes	Special Provisions, Section 9.4 & 9.5	
8	Twin Park Light Standard Luminaire	Special Provisions, Section 9.6	
9	Wiring and breakers	Special Provisions, Section 9.6	2
10	Camera System	Special Provisions, Section 9.7	
10	Black Vinyl-Coated Chain Link Fence	Special Provisions, Section 9.8	
11	Class 2 Aggregate Base	Special Provisions, Section 9.9	2
12	Rebar – footings and PCC pad	Special Provisions, Section 9.10	2
13	Concrete – footings, PCC pad, and PCC sidewalk	Special Provisions, Section 9.10 & 9.11	2
14	Surfacing and Striping	Special Provisions, Section 9.12	2
15	Basketball Goal	Special Provisions, Section 9.12	2
16	Benches	Special Provisions, Section 9.12	2
17	Trash Receptacles	Special Provisions, Section 9.12	2

SECTION 10 - MATERIALS CERTIFICATIONS

The Contractor shall submit manufacturer's data to demonstrate that the materials used for this work meets or exceeds the specifications stated herein. The contractor shall provide submittals pursuant to Section 3-8 of the Standard Specifications. Submittals are required for all materials required for the completion of this project.

When specified, materials incorporated into this project will require a Certificate of Compliance. Contractor to submit a Certificate of Compliance: (1) Before the materials is incorporated into the work, (2) For each lot of the material, which should be identified on the certificate, and (3) Signed by the producer of the material and stating that the materials complies with the contract.

SECTION 11 - SUBSTITUTIONS

When items or classes of materials, articles or processes are specified by trade name or by manufacturer, with or without words "or approved equal", only such items shall be used unless the City Engineer's approval is secured in writing for substitution. See 'Alternates' under the Special Conditions. Where several manufacturers are named, the Contractor has the option of furnishing approved products of only the named manufacturers unless the City Engineer's approval is secured in writing for a substitution. If the Contractor desires to substitute products or manufacturers for those specified, the Contractor shall apply in writing, on the same day of bid opening for such permission. The request shall state the amount of credit to be extended to the City if the substitute material or manufacturer is accepted. The request shall include complete manufacturer's catalogs, brochures, drawings, samples, certified copies of test reports, and other descriptive data to substantiate the claim of equality. The City Engineer will review the data within a reasonable time, and will accept or reject the substitution at the sole discretion of the City Engineer, prior to award of the contract. If the substitute item is rejected by the City Engineer, the original item specified shall be provided by the Contractor at the price bid in the bidder's proposal and the contract will be awarded accordingly, with no additional payment therefor.

SECTION 12 - EMPLOYMENT RECORDS

The Contractor is to furnish certified payrolls for all labor on a weekly basis to the Engineer indicating payment of the California General Prevailing Wage Rates and/or David-Bacon Wage Rates for each craft. The cost of compliance with these regulations shall be considered included in the contract prices paid for the various items of work and no additional payment will be allowed therefore.

A deduction of 10% of the amount due on each payment (not to exceed \$10,000.00 per payment) will be withheld where records do not clearly indicate payment of said prevailing wages. Said deduction is refundable on satisfactory evidence of compliance.

SECTION 13 - EXTRA WORK

Payment for extra work shall be in accordance with Section 2-8, Extra Work, of the Standard Specifications, except that the rates to be used in determining tool and equipment rental costs and labor surcharge shall not exceed rates listed for such in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" in effect on the date the work is accomplished, regardless of ownership and any rental or other agreement entered into by the Contractor. If equipment or labor not listed in the publication is used, a suitable rental rate for such equipment or labor will be established by the City Engineer. The Contractor may furnish any cost data which might assist the City Engineer to establish such rates.

SECTION 14 - MEASUREMENT AND PAYMENT

All measurement and payment will be made in accordance with Section 7 of the Standard Specifications. Work shown on the plans or included by these Specifications, but not covered by bid items, shall be considered included in the various items of work and no additional payment will be made therefor.

The payment cutoff date shall be the date through which payment for work completed is calculated for the purpose of progress payments. It shall normally be the fifteenth (15th) of the month and shall be modified only upon a written request of the Contractor, at the discretion of the City Engineer. Monthly progress payments will not be due or paid until the City Engineer receives the required monthly schedule update from the Contractor which accurately reflects the As-Built Schedule. An application for payment will not be considered as received unless properly submitted via VPM in accordance Section 14 of the Special Conditions.

The City is authorized to deduct from any payment the amounts permitted in the contract and the costs borne by the City that are to be paid by the Contractor.

SECTION 15 - FINAL COMPLETION

Final completion shall conform to Section 3-13 ("Completion, Acceptance, and Warranty") of the Standard Specifications. Final completion will not be considered until all punch list work is completed. Liquidated damages, if applicable, will continue to accrue until that date.

For repair work required under guarantee provisions of the Specifications, Section 3-13, the Contractor shall continue to be bound by all provisions of the contract, except for liquidated damages, and shall continue to maintain or reinstate insurance, as specified, until all work, no matter how minor, is completed.

SECTION 16 - CLAIMS

Following completion of the work, the City will prepare a "Statement of Final Quantities" which will be sent to the Contractor for approval. If approved, it will become the basis of final payment. If not approved, it must be returned with any additional claims and/or a statement of all claims outstanding. If not returned within thirty (30) days, either approved or revised, it will be presumed approved and the Contractor will waive all rights to further consideration of claims.

No claims are permitted under the terms of this contract unless the Contractor has complied with all requirements of these Special Provisions and of Sections 2-9 "Changed Conditions" and 2-10 "Disputed Work", of the Standard Specifications. Such requirements include, but are not limited to, Notice of Change of Condition, Notice of Potential Claim, required daily record keeping and acknowledgment by the City Engineer.

Each claim submitted shall be accompanied by the following certification, completed in full and acknowledged by a notary public:

I, _____, being the _____ (must be an
officer) of _____ (General Contractor),

declare under penalty of perjury under the laws of the State of California that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time and know its contents; said claim is made in good faith; the supporting data is truthful and accurate; and the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable. I am familiar with Penal Code Section 72 and Government Code Section 12650, et seq., pertaining to false claims. I know and understand that submission or certification of a false claim may lead to fines and/or imprisonment.

Signed: _____

Date: _____

A delay claim is defined as a written demand by the Contractor, seeking time or compensation, for delays to the project. A delay claim must include documents supporting the claim, including but not limited to, evidence of all facts and a current schedule showing the impact of the event or occurrence on the critical path. No claim for delay will be approved unless a critical activity is delayed while on the critical path.

Claims submitted without the required documentation or certification will be returned without response and shall be void. The Contractor waives its right to a claim, including delay claims, unless it gives written notice of the claim within three (3) working days of the event or occurrence giving rise to the claim.

No compensation is due unless the event or occurrence delays completion of the project beyond the contractual completion date. The City may make changes to the work or suspend the work, and such changes or suspensions are within the contemplation of the parties and will not be a basis for a compensable delay. If an extension of time is granted in response to a delay claim, no compensation will be made for that claim.

Upon submitting a delay claim, the Contractor shall make its books and records immediately available for review and copying. The Contractor shall be subject to liquidated damages at the rate of \$1,000.00 for each calendar day its books and records are withheld.

The Contractor shall not commence any action, proceeding, litigation, suit or demand for arbitration unless and until a properly certified and documented claim has been submitted and the City has denied or rejected all or part of the claim in writing.

Claim resolution shall first be attempted through negotiation. If a disputed claim cannot be resolved through negotiation, it shall be submitted to mediation under the Commercial Mediation Rules of the American Arbitration Association. The cost of mediation shall be borne by both parties equally.

Should mediation fail to resolve a disputed claim, the claim shall be decided by arbitration. The decision of the arbitrator(s) shall be final, and judgment may be entered upon it. The rules of the American Arbitration Association shall govern the parties, with the following exceptions:

- a. There shall be a mutual exchange of all documents no less than thirty (30) days prior to the arbitration.
- b. For claims in excess of \$10,000.00, each party shall be entitled to take the depositions of no more than four (4) of the other party's employees, and no more than one (1) third-party witness. Depositions shall not exceed four (4) hours per witness.
- a. For claims worth \$1,000.00 or less, each party shall have one (1) hour to present its case. For claims involving \$1,001.00 to \$10,000.00, each party shall have four (4) hours to present its case. For claims involving \$10,001.00 to \$50,000.00, each party shall have two (2) days to present its case. For claims valued at more than \$50,000.00, each party shall have five (5) days to present its case. Time spent in cross-examination does not affect the time available for presenting a case.
- d. For claims in excess of \$1,000,000.00, each party shall be entitled to take the depositions of no more than ten (10) persons and to have no more than ten (10) days to present its case.
- e. Venue for all disputes will be in the San Diego Metropolitan area.

Mediators and arbitrators shall be qualified both in construction practices and in California public contract law. None shall be associated in any way with either the Contractor or the City.

BID

In the matter of supplying labor and material for the Wells Park Improvements – Basketball Courts project.

To the City Council of the City of El Cajon:

Pursuant to and in compliance with the Notice Inviting Bids, the bidder hereby proposes and agrees to perform the work, therein described, in accordance with the attached specifications, instructions, and conditions, in the time, form, and manner provided by law at the bid price herein. No bid will be accepted that does not contain an adequate or reasonable price for each and every item work listed on the bid proposal.

The estimated quantities, unit prices, and total costs herein set forth are for the purpose of comparison of bids only. The final payment will be made upon the basis of actual quantities as per the unit prices bid, as the same may be finally determined by the Deputy Director of Public Works and confirmed by the City Council of the City of El Cajon.

The bidder agrees to enter into a contract therefore in the time, form, and manner provided by law at the following unit prices, to wit:

BID

<u>No.</u>	<u>Description</u>	<u>UOM</u>	<u>EST. QTY.</u>	<u>Item Price</u> <u>(In</u> <u>Figures)</u>	<u>Total</u> <u>(In Figures)</u>
1	Stormwater Management and Discharge Control	LS	1	SUBMIT BID PRICING ELECTRONICALLY	
2	Mobilization and Preparatory Work	LS	1		
3	Tree Removal 8"	EA	3		
4	Tree Removal 23"	EA	1		
5	Tree Removal 45"	EA	1		
6(S)	2" PVC Conduit in Dirt	LF	278		
7(S)	No. 3-1/2 Pull Box	EA	5		
8(S)	Twin Park Light Standard Luminaire	EA	4		

9(S)	Conductors and Wiring	LS	1	<p style="text-align: center;">SUBMIT BID PRICING ELECTRONICALLY</p>
10(S)	Camera System	EA	2	
11	5' Black Vinyl-Coated Chain Link Fence	LF	70	
12	Class 2 Aggregate Base	CY	71	
13	Reinforced Concrete Pad	SF	6,352	
14	PCC Sidewalk (G-7) with Fiber Reinforcement	SF	434	
15	Surfacing and Striping	LS	1	
16	Basketball Goal	EA	2	
17	Bench	EA	4	
18	Trash Receptacle	EA	5	

(S) - Bid Item Designated as "Specialty Item"

CHECK LIST

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED TO COMPRISE A COMPLETE BID

- _____ Any Addendum to the bid that is issued prior to the bid due date and time.
- _____ Noncollusion Declaration
- _____ Bidder's Bond (may use bonding company form in lieu of City form; Attorney-in-Fact signature for Surety must be notarized; Power of Attorney for Attorney-in-Fact must be included)
*****NOTE: Original Bid Bond shall be submitted in a sealed envelope indicating the Bid Number and Name of Bid before the due date and time as provided in the Information for Bidders.***
- _____ Designation of Worker Classifications
- _____ Bidders Statement Regarding Insurance Coverage
- _____ Experience Statement
- _____ Bidder's Organizational Information
- _____ Section 3 Implementation Plan: Bidder's Section 3 Project Implementation Plan; Bidder's Section 3 Business Concern Utilization Plan; Bidders' Section 3 Worker Utilization Plan
- _____ Copy of the Bidder's Section 3 Outreach/Good Faith Effort Plan (there is no form for this plan)
- _____ Certification for Contracts: HUD Section 3 Regulations (signed and notarized)
- _____ HUD List of Subcontractors/Information Regarding Subcontractors (must include subcontractor(s) license number and DIR contractor registration number)
- _____ Information Regarding Vendors
- _____ Certification of Section 3 Business Concern
- _____ Acknowledgement of System for Award Management (SAM) Requirement
- _____ Proof of System for Award Management (SAM) Registration
- _____ Certification of Non-Debarred Status
- _____ Anti-Lobbying Certification

THE FOLLOWING DOCUMENTS ARE FOR INFORMATION ONLY, AND WILL ONLY BE COMPLETED BY THE AWARDED BIDDER

Contractor Checklist

- Sample of Performance Bond (the Principal and Attorney-In-Fact Signatures Must be Notarized)
- Sample of Labor and Material Bond (the Principal and Attorney-In-Fact Signatures Must be Notarized)
- Sample of Certification by Contractor
- Sample of Self-Certification of Eligibility for Section 3 Worker or Targeted Section 3 Worker Status
- Contractor's/Subcontractor's Section 3 Monthly Labor Hours Report

FOR CITY USE ONLY

Federal Funding ☒ YES ☐ NO

If Yes: Check for Non-Debarred Status (website: <https://www.sam.gov>)

Attach a copy of SAM print out.

Contractor's license meets requirements of Item 6.10 of the General Conditions ☐ Yes ☐ No

NONCOLLUSION DECLARATION

*****to be executed by bidder and submitted with bid*****

The undersigned declares:

I am the _____ of _____, the party
(TITLE) (FIRM NAME)
making the foregoing bid.

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

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

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

Name & Title: _____
(PRINTED)

By (Signature): _____

BIDDER'S BOND TO ACCOMPANY PROPOSAL

*****to be submitted by ALL BIDDERS unless bid accompanied by cash or equivalent*****

KNOW BY ALL BY THESE PRESENTS,

That we, _____,
 As Principal, and _____,
 as Surety, are held and firmly bound unto the CITY OF EL CAJON in the sum of _____ (\$_____) to be paid to the said City or its certain attorney, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the bid of the above Principal to _____

 dated _____, is either:

A. ACCEPTED by the CITY OF EL CAJON, and if the Principal, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two (2) bonds described within ten (10) days after the Notice of Award of Contract has been mailed to the above Principal;

OR

B. REJECTED by the CITY OF EL CAJON,

THEN, this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF we hereunto set our hands and seals this _____
 day of _____, 20_____.

PRINCIPAL: _____ SURETY: _____
 Attorney-in-Fact

(Attorney-in-Fact must be notarized – see following page)

BIDDER'S BOND TO ACCOMPANY PROPOSAL (cont'd)

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS:

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

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

Signature

DESIGNATION OF WORKER CLASSIFICATIONS

*****to be submitted by ALL BIDDERS*****

In compliance with the provisions of California Labor Code Section 1773.3, the City shall notify the Department of Labor Relations Division of Apprenticeship Standards of any contract awarded under section 1777.5.

Bidder shall provide the following information for California Labor Code Section 1777.5 contract work. **List name(s) of general contractor and sub-contractor next to all applicable classifications:**

CLASSIFICATIONS

<input type="checkbox"/> Asbestos	_____
<input type="checkbox"/> Boiler Maker	_____
<input type="checkbox"/> Bricklayers	_____
<input type="checkbox"/> Carpenters	_____
<input type="checkbox"/> Carpet/Linoleum	_____
<input type="checkbox"/> Cement Masons	_____
<input type="checkbox"/> Drywall Finisher	_____
<input type="checkbox"/> Drywall/Lathers	_____
<input type="checkbox"/> Electricians	_____
<input type="checkbox"/> Elevator Mechanic	_____
<input type="checkbox"/> Glaziers	_____
<input type="checkbox"/> Iron Workers	_____
<input type="checkbox"/> Laborers	_____
<input type="checkbox"/> Millwrights	_____
<input type="checkbox"/> Operating Eng	_____
<input type="checkbox"/> Painters	_____
<input type="checkbox"/> Pile Drivers	_____
<input type="checkbox"/> Pipe Trades	_____
<input type="checkbox"/> Plasterers	_____
<input type="checkbox"/> Roofers	_____
<input type="checkbox"/> Sheet Metal	_____

DESIGNATION OF WORKER CLASSIFICATIONS (cont'd)

- ☐ Sound/Comm _____
- ☐ Surveyors _____
- ☐ Teamster _____
- ☐ Tile Workers _____

Printed Name of General Contractor: _____

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

******to be submitted by ALL BIDDERS******

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in this Invitation to Bid. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of El Cajon as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

EXPERIENCE STATEMENT
*****to be submitted by ALL BIDDERS*****

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

 Signature of Bidder

Description	Year	Amount	Customer and Telephone
		\$	()
		\$	()
		\$	()
		\$	()
		\$	()

BIDDER'S ORGANIZATIONAL INFORMATION

*****to be submitted by ALL BIDDERS*****

The bidder warrants that it, is duly licensed in the ____ classification in accordance with the Act providing for the registration of Contractors in the State of California, and said License is numbered _____. The undersigned bidder warrants that he, or it, is duly registered to perform public work pursuant to Section 1725.5 of the Labor Code, and said Registration is numbered _____.

The Bid is submitted in response to Notice Inviting Bids, attached hereto, and pursuant to all of the proceedings of the City Council of the City of El Cajon heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing bid as principals are as follows: (If an individual, so state. If a firm or co-partnership, state the firm name and give names of all individual co-partners comprising the firm. If a corporation, state the legal name of the corporation, also name the president, secretary, treasurer and manager thereof.)

The undersigned are prepared to satisfy the City Council of the City of El Cajon of their ability, financial or otherwise, to perform the proposed work and improvements in accordance with the specifications set forth.

Firm Name: _____

Name & Title: _____

By (Signature): _____

Address: _____

Telephone: _____

E-Mail: _____

Taxpayer I.D. No.: _____

Type of Business entity:

Corp ☐ Partnership ☐ Individual/Sole Proprietor ☐

Joint Venture ☐ Other ☐ _____

CITY OF EL CAJON
SECTION 3 IMPLEMENTATION PLAN
24 CFR PART 75

*****to be submitted by ALL BIDDERS AND AWARDED CONTRACTORS*****

Introduction:

In 1968, the U. S. Department of Housing and Urban Development (HUD) adopted regulations to ensure that, whenever possible, low-income residents and local businesses are provided opportunities to perform work paid for by HUD funds. These regulations are codified at 24 CFR Part 75 and referred to as “Section 3.” Section 3 is intended to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns.

Section 3 Policy Statement:

The City of El Cajon is committed to improving economic conditions in our community. The City will actively implement Section 3 regulations and its Section 3 Implementation Plan to ensure that low- and very low-income persons, and businesses who employ them within the Service Area of the project, are provided employment, training and contracting opportunities arising in connection with the project.

Applicability:

Section 3 applies to training, employment and contracting opportunities arising in connection with HUD-funded **housing rehabilitation, housing construction and other public construction projects that exceed \$200,000**. Applicability is determined at the project level. (Different or lower thresholds may apply depending on the presence of other HUD funds in the project.)

Prioritization of Effort:

For employment and training opportunities, the City will prioritize bids subject to Section 3 to those that include employment of Section 3 workers residing within the Service Area of the project, and participants in Youthbuild programs. For contracting opportunities, the City will prioritize Section 3 business concerns that provide opportunities to Section 3 workers within the Service Area, and Youthbuild programs.

Section 3 Benchmarks:

HUD is statutorily charged with the authority and responsibility to implement and enforce Section 3, and is required to review and set the Section 3 benchmarks at least once every three years. Effective October 29, 2020, the project must meet the following benchmarks in order to be in compliance with Section 3:

BENCHMARK 1: Twenty-five percent (25%) or more of **total labor hours** in the project must be worked by **Section 3 Workers**; and

BENCHMARK 2: Five percent (5%) or more of **total labor hours** in the project must be worked by **Targeted Section 3 Workers**.

Total Labor Hours	100%
Section 3 Workers	25%
Targeted Section 3 Workers	5%

“**Section 3 Project**” or “**Project**” means the development of housing using federal funds under a program meeting the criteria for a Section 3 public housing project under the guidelines of the U.S. Department of Housing and Urban Development (HUD).

“Section 3 Business Concern” means a business that meets at least one of the following criteria, documented within the last six-month period:

- i. At least 51 percent (51%) owned or controlled by low- or very low-income persons; or
- ii. More than 75 percent (75%) of the labor hours performed for the business over the previous 3-month period are performed by Section 3 Workers; or
- iii. At least 51 percent (51%) owned and controlled by current residents of public housing or Section 8-assisted housing.

“Section 3 Worker” means a worker who currently fits, or when hired within the last 5 years (but no earlier than November 30, 2020) fit at least one of the following:

- i. A low- or very-low income worker (individual’s income does not exceed 50% or 80% of the Area Median Income for the San Diego-Carlsbad MSA (“AMI”), as calculated by HUD, and subject to annual updates); or
- ii. A worker who is employed by a Section 3 Business Concern; or
- iii. A Youthbuild participant.

“Service Area” or **“Neighborhood”** means an area within one (1) mile of a Project or, if fewer than 5,000 people reside within one mile of the Project, within a circle centered on the Project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

“Targeted Section 3 Worker” means a worker who meets the definition of a Section 3 Worker, plus one of the following:

- i. A worker who is employed by a Section 3 Business Concern; or
- ii. A worker who currently fits, or when hired fit at least one of the following categories, as documented within the past 5 years:
 - a. Living within the Service Area; or
 - b. A Youthbuild participant.

“Total labor hours” includes the total number of paid hours worked by all workers on a Section 3 project (except see Special Case below).

Special case - Professional Services: Labor hours for non-construction professional service jobs (those requiring an advanced degree or professional licensing) are excluded from the total labor hours reporting requirement. However, if employees of professional service roles meet the definition of a Section 3 Worker or Targeted Section 3 Worker, those labor hours may be included to meet the project benchmarks.

Contractors and subcontractors must make their best efforts to provide employment and training opportunities to Section 3 Workers and must document such efforts to realize the Section 3 benchmarks. Contractors and subcontractors will be considered to have complied with Section 3, if they meet or exceed the Section 3 benchmarks, or certify that they have followed the prioritization of efforts in 24 CFR 75.9 and 24 CFR 75.19.

If the project does not meet the numeric benchmark requirements, the Contractor will be required to provide evidence that they have made additional qualitative efforts to assist low- and very low-income persons with employment and training opportunities.

Section 3 Implementation Guidelines/Requirements:

To achieve the Section 3 benchmarks established for the project, the City of El Cajon will require the following of all contractors, subcontractors, and subrecipients on Section 3 covered projects:

1. Analyze their current workforce (including professional, technical, construction, and

administrative positions) and ownership structure to determine whether it is currently, or could be, certified as a Section 3 Business Concern.

2. Collect and submit documentation for certifying individuals and businesses that qualify as Section 3 Workers and Business Concerns.
3. Make and keep records of Good Faith Efforts to target, recruit, and hire Section 3 eligible workers for work supported by HUD funds.
4. Make and keep records of Good Faith Efforts to outreach to and utilize Section 3 eligible businesses for projects supported by HUD funds.
5. Submit monthly reports as required of **total labor hours, total labor hours of Section 3 certified individuals, and total labor hours of Targeted Section 3 certified individuals** worked on a project assisted with HUD funds received from the City of El Cajon.

At completion of the Project, all contractors and subcontractors will be required to submit a final report certifying that they followed the prioritization of effort requirements, reporting on their efforts and progress in meeting the benchmarks, and reporting of all good faith efforts made.

BIDDER'S SECTION 3 PROJECT IMPLEMENTATION PLAN
(DO NOT LEAVE THIS SECTION BLANK)

At the time of bid/proposal submittal all contractors, and prior to beginning any work, all first-tier subcontractors, will be required to complete and submit this Bidder's Section 3 Project Implementation Plan certifying that they will follow the required prioritization of effort, and will make every effort to meet the benchmarks outlined above for these categories of workers. If not required as a part of the bid/proposal, a Bidder's Section 3 Project Implementation Plan and certifications, if any, must be submitted within one (1) business day of a request by the City. A "non-responsive" determination may be made due to non-submittal within one (1) business day.

Bidder/proposer and its first-tier subcontractors whose Section 3 Project Implementation Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit supporting documentation, for review and approval, verifying efforts to outreach to and award subcontracts to Section 3 Business Concerns. A "non-responsive" determination shall be made due to lack of documented outreach to Section 3 Business Concerns by the bidder/proposer. Exception: Bid/proposal indicating no projected hiring and/or subcontracting opportunities.

Bidder/proposer AND its first-tier subcontractors whose Section 3 Project Implementation Plans indicate that existing employees do not meet the definition of a Section 3 Worker, and do not agree to make a documented good faith effort to hire Section 3 Workers (when there is a need to hire new employees), may be deemed "non-responsive." Exception: Bidders/proposers whose geographic location and industry preclude them from hiring San Diego County residents.

Date:	Bid/Solicitation # and Project Name:
-------	--------------------------------------

Prime Contractor Name:

<input type="checkbox"/> Contractor or <input type="checkbox"/> Subcontractor Name/Org and Address:

Contact Name and Telephone Number:	Email address:
------------------------------------	----------------

List if MBE, WBE, or other:	Proposed Dollar Value of <input type="checkbox"/> Contract or <input type="checkbox"/> Subcontract:
-----------------------------	---

\$

Check All that Apply for This Project and Follow Instructions as Applicable:

I am the Prime Contractor: ☐ **I am a Subcontractor:** ☐

There will be subcontracts as a result of this bid/proposal: ☐ Complete this Plan, Bidder's Section 3 Business Concern Utilization Plan, and Bidder's Outreach/Good Faith Efforts Plan.

There will be new hires as a result of this bid/proposal: ☐ Complete this Plan, Bidder's Section 3 Worker Utilization Plan, and Bidder's Outreach/Good Faith Efforts Plan.

There will be NO subcontracts or new hires as a result of this bid/proposal: ☐ Complete this Plan, Bidder's Section 3 Worker Utilization Plan, and Bidder's Outreach/Good Faith Efforts Plan.

Bidder/proposer for the above bid/solicitation and project hereby understands and agrees to comply with all provisions of Section 3 as set forth in 24 CFR 75 and City of El Cajon's Section 3 requirements, as applicable. Non-compliance with HUD's Section 3 regulations may result in sanctions, termination of the contract/agreement for default and debarment or suspension from future HUD-assisted contracts.

Company: _____

Authorized Official's Signature: _____ Date: _____

Printed Name and Title: _____

BIDDER'S SECTION 3 BUSINESS CONCERN UTILIZATION PLAN
(DO NOT LEAVE THIS SECTION BLANK IF SUBCONTRACTS WILL BE AWARDED AS A PART OF THE PROJECT)

If you plan to award subcontracts and your Project Implementation Plan does not indicate subcontract awards to certified Section 3 Business Concerns, you will be required to submit supporting documentation verifying your efforts, to the greatest extent feasible, to outreach to and award subcontracts to Section 3 Business Concerns. **AT A MINIMUM, YOU MUST OUTREACH TO THE BUSINESSES LISTED IN THE SAN DIEGO HOUSING COMMISSION'S REGISTRY OF CERTIFIED SECTION 3 BUSINESS CONCERNS** (<https://www.sdhc.org/doing-business-with-us/section-3/>). If the registry does not represent the trades/services that you are seeking,

refer to “Examples of Efforts to Create Employment and Contracting Opportunities.”

Section 3 Business Concerns must be certified by the City of El Cajon if the bid/proposal is awarded and before any work may begin. **List all** proposed subcontractors (including sub-consultants) for this Project on the table below (attach additional pages as necessary).

Name, City & State	Certified Section 3 Business Concern (yes/no)	Identify if MBE, WBE or other certification	Subcontract Amount (\$) and Percentage (%) of Total Contract Amount		Trade/Category of Work
			\$	%	
			\$	%	
			\$	%	
			\$	%	
			\$	%	
Total Subcontract Amount – Dollars and Percentage of Total Contract Amount:			\$		%
Total Subcontract Amount Awarded to Section 3 Business Concerns			\$		%

Company: _____

Authorized Official's Signature: _____ Date: _____

Printed Name and Title: _____

BIDDER'S SECTION 3 WORKER UTILIZATION PLAN
(DO NOT LEAVE THIS SECTION BLANK)

Bidder/proposer AND its first-tier subcontractors must make their best efforts to provide employment and training opportunities generated by HUD financial assistance to low- and very low-income persons referred to as “Section 3 Workers.”

HUD's Income Limit* (Effective 6/1/21)	Low (80% of AMI)
Individual's total annual income does not exceed:	\$67,900

*(for San Diego-Carlsbad MSA, effective 6/1/21, subject to annual updates)

Instructions:

Answer all questions. **Section 3 Project Implementation Plans that indicate “No” response for Question #3 below or “No” response for all three questions, may be deemed “non-responsive.”** Exception: Bidders/proposers whose geographic location and/or industry preclude them from hiring San Diego County residents.

1. Bidder/Proposer has employees who are residents of San Diego County whose annual income from the bidder/proposer is below the income limit (see HUD Income Limit table above)?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
If “YES,” prior to contract execution, bidder/proposer shall provide the names and certification forms of the qualifying employees on forms provided by the City of El Cajon.				
2. Bidder/Proposer plans to hire new employees to perform on or support the contract, if awarded?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
If “YES,” at a minimum, efforts must include advertising available training and employment positions by distributing flyers to dwelling units in the Service Area (one mile of the project site) in which the Section 3 covered project is located. See Examples below for additional efforts that may be considered satisfactory.				
3. Bidder/proposer agrees that when there is a need to hire new employees, a documented good faith effort shall be made to hire Section 3 Workers?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
If “YES,” at a minimum, hiring efforts must include advertising available training and employment positions by distributing flyers to dwelling units in the Service Area (one mile of the project site) in which the Section 3 covered project is located. See Examples below for additional efforts that may be satisfactory.				

Company: _____
Authorized Official's Signature: _____ Date: _____
Printed Name and Title: _____

**BIDDER'S SECTION 3 OUTREACH/GOOD FAITH EFFORTS PLAN
(DO NOT LEAVE THIS SECTION BLANK)**

All bidders/proposers for projects subject to Section 3 must submit a Section 3 Outreach/Good Faith Efforts Plan, listing all efforts that will be made to create employment and contracting opportunities to meet the Prioritization of Efforts and Benchmarks outlined above. (Attach additional pages as necessary.)

EXAMPLES OF EFFORTS TO CREATE CONTRACTING OPPORTUNITIES (SECTION 3 BUSINESS CONCERNS)

If you plan to award subcontracts and your Section 3 Project Implementation Plan does not indicate subcontract awards to certified Section 3 Business Concerns, **at a minimum, your Outreach Plan must include outreach to the businesses listed in the San Diego Housing Commission's Registry of Certified Section 3 Business Concerns** (<https://www.sdhc.org/doing-business-with-us/section-3/>) and **HUD's Section 3 Business Registry** (<http://hud.gov/Sec3Biz>).

If the registry does not represent the trades/services that you are seeking, refer to following examples of efforts to award contracting opportunities that may be acceptable (efforts should be made at least 15 days prior to bid/proposal due date in order to provide sufficient time for response):

1. Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice must be provided in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
2. Contacting business assistance agencies, minority contractors associations, and community organizations in the San Diego area to inform them of contracting opportunities, and request their assistance in identifying Section 3 Business Concerns that may solicit bids or proposals for contracts for work.
3. Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
4. Placing qualified Section 3 Business Concerns on solicitation lists.
5. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.
6. Assuring that MBE and WBE Businesses are solicited whenever they are a potential source.
7. Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.
8. When economically feasible, breaking out contract work items into smaller tasks or quantities to permit maximum participation by Section 3 Business Concerns.
9. Establishing delivery schedules, where the requirement permits, that encourage participation by Section 3 Business Concerns.
10. Providing technical assistance to help Section 3 Business Concerns understand and bid on contracts; bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns.

11. Advertising the contracting opportunities through trade association papers and newsletters, and through local media, such as community television networks, newspapers of general circulation, and radio advertisement.
12. Using the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce (<http://www.mbda.gov/>).

EXAMPLES OF EFFORTS TO CREATE EMPLOYMENT OPPORTUNITIES (SECTION 3 WORKERS)

At a minimum, outreach efforts must include advertising available training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to dwelling units in the Service Area in which the Section 3 covered project is located, when there is a need to hire employees.

The following are examples of additional efforts that may be undertaken to create employment and training opportunities:

1. Engaging in outreach efforts to generate job applicants who reside in public housing, HUD Section 8 assisted housing, or within the Service Area.
2. Providing training or apprenticeship opportunities.
3. Providing technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
4. Providing or connecting Section 3 Workers with assistance in seeking employment including: Drafting resumes, preparing for interviews, and finding job opportunities connecting Section 3 Workers to job placement services.
5. Creating one or more job fairs.
6. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, or child care).
7. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
8. Assisting Section 3 Workers to obtain financial literacy training and/or coaching.
9. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

BIDDER INSERT OUTREACH/GOOD FAITH EFFORTS PLAN HERE

CERTIFICATION FOR CONTRACTS: HUD SECTION 3 REGULATIONS

*****to be submitted by ALL BIDDERS*****

THE CONTRACTOR, SUBCONTRACTOR, SUBRECIPIENT, OWNER, DEVELOPER, NONPROFIT, OR SERVICE PROVIDER BY HIS/HER SIGNATURE(S) AFFIXED HERETO DECLARES UNDER PENALTY OF PERJURY OR NON-COMPLIANCE ENFORCEMENT THAT:

- 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. 1701 (u) (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 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of

compliance with section 7(b).

Date _____ Contractor's/Officer's Signature (notary required) _____

Date _____ Print Contractor's/Officer's Name and Title _____

Project

Note: The person signing must be authorized by owner, developer or contractor to carry out the Contractor's Section 3 Project Implementation Plan.

ACKNOWLEDGEMENT

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

[illegible]

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

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

Signature

HUD LIST OF SUBCONTRACTORS
Wells Park Improvements – Basketball Courts

INFORMATION REGARDING SUBCONTRACTORS

******to be submitted by ALL BIDDERS******

****Bidder must identify specialty item if applicable. The description of the specialty item must match that of the Specialty Items as listed in the Special Conditions.**

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) ("Chapter 4") and any amendments thereof, each bidder shall set forth below: (a) The name, the location of the place of business, and the California contractor license number 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 1 percent of the prime contractor's total bid or, in the case of the bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater and (b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion himself, and that bidder shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any 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 original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess on one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 4, unless currently registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the Business and Professions Code or by sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform the public work pursuant to section 1725.5 of the Labor Code at the time the contract is awarded.

Percent of Contract must be stated for all Subcontractors listed. Failure to do so will be basis for rejection of bid.

HUD LIST OF SUBCONTRACTORS (cont'd)

****Bidder must identify specialty item if applicable. The description of the specialty item must match that of the Specialty Items as listed in the Special Conditions. SEE LIST BELOW.****

Name, Location of Business of Subcontractor, <u>Subcontractor License #</u> , <u>DIR Registration #</u> , and <u>DUNS #</u>	Describe Nature of Work [†] (**Specify Specialty Item**)	Percent Of Contract	Subcontractor Worker Classification ^{***} (Specify per list below)	Dollar Amount of Contract	Indicate if MBE, WBE, or Sect. 3	Where Certified

SPECIALTY ITEMS: 2" PVC CONDUIT IN DIRT, NO. 3-1/2 PULL BOX, TWIN PARK LIGHT STANDARD LUMINAIRE, AND CONDUCTORS AND WIRING

†Each bid item being performed by a subcontractor must be listed separately.

*If a portion of an item is subcontracted, documentation approved by the City Project Manager/Engineer must be submitted by the Contractor with their bid offer. Such documentation shall include proof of the amount to be paid to, and the specific portions of the work to be done by, the subcontractor, as well as the prime contractor's certification of the specific portions of work to be done by its own forces.

**Bidder must identify specialty trade if applicable. The description of the specialty trade must match that of the Specialty Items as listed in the Special Conditions.

***Bidder must identify worker classification for each subcontractor (i.e. Asbestos, Boilermaker, Bricklayers, Carpenters, Carpet/Linoleum, Cement Masons, Drywall Finisher, Drywall/Lathers, Electricians, Elevator Mechanic, Glaziers, Iron Workers, Laborers, Millwrights, Operating Engineer, Painters, Pile Drivers, Pipe Trades, Plasterers, Roofers, Sheet Metal, Sound/Comm., Surveyors, Teamster, Tile Workers, etc.).

In case of discrepancy between the information provided on this document and Subcontractors information submitted through PlanetBids (or any other designated online platform), this document shall prevail.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

INFORMATION REGARDING VENDORS

*****to be submitted by ALL BIDDERS*****

Bidder shall list all woman-owned (WBE), minority-owned (MBE), or Section 3 eligible vendors who will be providing supplies, materials or nonsubcontracting services to the project.

NAME AND ADDRESS OF VENDOR	INDICATE MATERIALS OR SUPPLIES TO BE PROVIDED	<u>VALUE OF SUPPLIES</u>	INDICATE IF MBE, WBE, or Sect. 3	<u>WHERE</u> CERTIFIED**

*If vendor is woman owned (WBE) or minority owned (MBE), or a Section 3 business (Sect. 3) bidder shall place W, M, or S in this space as appropriate
 **If the previous space indicated MBE, WBE, the bidder shall indicate in this space whether the Vendor is certified by the City of San Diego, State of California or other agency. If the Vendor is not certified, it will be necessary for them to submit the following certification form on the next page.

CERTIFICATION OF SECTION 3 BUSINESS CONCERN******to be submitted by ALL BIDDERS******

Submit this form for each business that qualifies for Section 3 Preference. (Make additional copies if needed).

Job Site Address: _____	
Name of Business: _____	
Address of Business: _____	
Telephone No. _____	FAX No.: _____
Service Purchased & Amount _____	
Type of Business: _____	Corporation _____ Partnership _____
_____	Sole Proprietorship _____ Joint Venture _____

Qualifying Basis (Select from one):

1. _____ At least 51 percent owned and controlled by low- or very-low income persons, or
2. _____ At least 51 percent owned and controlled by current public housing residents or residents who live in Section 8-based housing; or
3. _____ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers.

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to City of El Cajon may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the above information is correct to the best of my knowledge.

Signature

Date

☐ NOT APPLICABLE

Print Name

ACKNOWLEDGEMENT OF SYSTEM FOR AWARD MANAGEMENT (SAM)
REQUIREMENT

*****to be submitted by ALL BIDDERS*****

The undersigned acknowledges the following:

This project is federally funded by the Community Development Block Grant (CDBG). A requirement for the use of federal funds is that **prime contractors** be actively registered with the federal System for Award Management (SAM). Registration with SAM is free at www.sam.gov. The following information is required to register your business with SAM:

- Your Data Universal Numbering System (DUNS) number from Dun & Bradstreet, and the name and address associated with that DUNS. If you don't have a DUNS number, one can be obtained at <http://fedgov.dnb.com/webform>.
- Your Taxpayer Identification Number and the name associated with that TIN (from your W-2 or W-9)
- Your Contractor and Government Entity (CAGE) Code, if you already have one (if you don't, one will be assigned to you during registration)

All prime contractors will be verified for SAM registration upon bid evaluation. Bids received without active SAM registration for the list contractors and/or subcontractors may be rejected.

	Company Name	DUNS Number
Prime		

Attach proof of “active” SAM.gov registration for prime contractor.

Signature_____

Name (Print or Type)_____

Title_____

Date_____

CERTIFICATION OF NON-DEBARRED STATUS

*****to be submitted by ALL BIDDERS*****

The undersigned acknowledges and certifies that they are in compliance with 24 CFR Part 5 (specifically section 5.105(c)), 2 CFR Part 180, 24 CFR Part 2424 and 24 CFR Part 570.609, which bar the use of debarred, suspended or ineligible contractors by, or subrecipients of, participants in HUD programs including Community Development Block Grant programs. Assistance under these parts shall not be used directly or indirectly to employ award contracts to, or otherwise engage the services of, or fund any contractor, subcontractor or subrecipient during any period of debarment, or placement in ineligibility status under the provision of 24 CFR Part 24. Further, in the case of construction projects, the prime contractor certifies same for self and all subcontractors on any federally funded project.

Signature_____

Name (Print or Type)_____

Title_____

Date_____

ANTI-LOBBYING CERTIFICATION
*****to be submitted by ALL BIDDERS*****

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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States 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: _____

Street address: _____

City, State, Zip: _____

Printed Name of Person Signing for Organization: _____

Title of Person Signing for Organization: _____

Signature of Person Signing for Organization: _____

CONTRACTOR CHECKLIST
*****to be submitted by AWARDED BIDDER*****

CONTRACTOR: _____

START DATE: _____

HUD Labor Forms

- ☐ Certified Payrolls ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10
- ☐ "Certification for Applicable Fringe Benefit Payments"
- ☐ Certification of Understanding and Authorization
- ☐ Weekly Report of Subcontractors on Site ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10
- ☐ Report of Additional Classification and Rate
- ☐ Request for Apprentice Certification
- ☐ Contractors certification concerning Labor standards and Prevailing Wages
- ☐ HUD-11 Interviews

City

- ☐ Request for taxpayer I.D. number and certification
- ☐ City of El Cajon Business License
- ☐ Critical Path Schedule
- ☐ List of all subcontractors, including: Name, Trade, Address, Phone, Payroll Contact, Site Contact

Posting of Notices

- ☐ Equal Employment is the Law
- ☐ Job Safety and Health Protection
- ☐ NOTICE TO ALL EMPLOYEES (Davis Bacon Wages)
- ☐ Section 3 Preference
- ☐ Jobsite Conduct

Disadvantaged Business

- ☐ Affirmative Action Plan

Section 3

- ☐ Section 3 Certification
- ☐ Self-Certification of Eligibility for Section 3 Worker or Targeted Section 3 Worker Status (to be retained in Contractor's Section 3 file, and submitted for review upon City's request)
- ☐ Section 3 Monthly Labor Hours Report (form #2) ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6
- 1 2 3 4 5 6

The following excerpt from the State of California Public Contract Code shall be included in the terms of any contract subject to this article, as required by the article.

DIVISION 2. GENERAL PROVISIONS

Part 2. Contracting by State Agencies

Chapter 2. State Procurement of Materials, Supplies, Equipment and Services

ARTICLE 1.7

MODIFICATIONS; PERFORMANCE; PAYMENT

□ **20104.50. Timely progress payments; legislative intent; interest; payment requests**

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this article shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

SAMPLE OF PERFORMANCE BOND
*****to be submitted by AWARDED BIDDER*****

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY COUNCIL OF THE CITY OF EL CAJON has awarded to _____, hereinafter designated as "Principal", a contract for:
together with appurtenance thereto: and

WHEREAS, said PRINCIPAL is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we _____, as Principal, and _____, as Surety, are held firmly bound unto the CITY OF EL CAJON, CALIFORNIA, hereinafter called "Owner", in the penal sum of

(\$ _____), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the said contract and any alteration thereof made as therein provided, all within the time and in the manner therein designated, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of El Cajon, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety

above names on _____, 20____.

Principal: _____ Surety: _____

By _____ By _____

SAMPLE OF LABOR AND MATERIAL BOND
******to be submitted by AWARDED BIDDER******

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon has awarded to _____, hereinafter designated as "Principal", a contract for: together with appurtenances thereto; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies used in, upon, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF EL CAJON, CALIFORNIA, hereinafter called "Owner", in the penal sum of

(\$ _____), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if said Principal, his or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or any person who supplies both work and materials therefor, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and will also pay, in case suit is brought upon this bond, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and the Surety above named on _____, 20____.

Principal: _____ Surety: _____

By _____

SAMPLE OF CERTIFICATION BY CONTRACTOR
******to be submitted by AWARDED BIDDER******

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen'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 on this contract.

DATED:_____

Contractor

By:_____

Section 1861, Labor Code

**SAMPLE OF SELF-CERTIFICATION OF ELIGIBILITY FOR SECTION 3 WORKER OR
TARGETED SECTION 3 WORKER STATUS**
*****to be submitted by AWARDED BIDDER*****

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential and has no effect on your employment.**

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient Contractor or Subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher holder (Section 8)?
YES ☐ NO ☐
2. Are you a resident of the City of El Cajon? YES ☐ NO ☐
3. In the field below, select the amount of individual income you believe you earn on an annual basis:

☐ \$42,450 or less ☐ \$42,451 - \$67,900 ☐ More than \$67,900

Select from ONE of the following two options:

Based on Eligibility Guidelines outlined below, I qualify as a:

- ☐ Section 3 Worker
- ☐ Targeted Section 3 Worker

Employee Affirmation

I affirm that the above statements are true, complete and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____

Date Hired: _____

Signature: _____ Date: _____

ELIGIBILITY GUIDELINES:

“Section 3 Business Concern” means a business that meets at least one of the following criteria, documented within the last six-month period:

- i. At least 51 percent (51%) owned or controlled by low- or very low-income persons; or
- ii. More than 75 percent (75%) of the labor hours performed for the business over the previous 3-month period are performed by Section 3 Workers; or
- iii. At least 51 percent (51%) owned and controlled by current residents of public housing or Section 8-assisted housing.

“Section 3 Worker” means a worker who currently fits, or when hired within the last 5 years (but no earlier than November 30, 2020) fit at least one of the following:

- iv. A low- or very-low income worker (individual’s income does not exceed 50% or 80% of the Area Median Income for the San Diego-Carlsbad MSA (“AMI”), as calculated by HUD, and subject to annual updates); or
- v. A worker who is employed by a Section 3 Business Concern; or
- vi. A Youthbuild participant.

“Targeted Section 3 Worker” means a worker who meets the definition of a Section 3 Worker, plus one of the following:

- iii. A worker who is employed by a Section 3 Business Concern; or
- iv. A worker who currently fits, or when hired fit at least one of the following categories, as documented within the past 5 years:
 - a. Living within the Service Area (one mile radius of the project site); or
 - b. A Youthbuild participant.

Current Income Limits for Certifying Section 3/Targeted Section 3 Workers:

HUD’s Income Limit* (Effective 6/1/21)	Very Low (50% of AMI)	Low (80% of AMI)
Individual’s total annual income does not exceed:	\$42,450	\$67,900

*(for San Diego-Carlsbad MSA, effective 6/1/21, subject to annual updates)

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? YES ☐ NO ☐

Is the employee a Targeted Section 3 Worker based upon their self-certification? YES ☐ NO ☐

Was this an applicant hired as a result of a Section 3 project? YES ☐ NO ☐

If Yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

JOB ADDRESS: _____

CITY OF EL CAJON
CONTRACTOR'S/SUBCONTRACTOR'S SECTION 3 MONTHLY LABOR HOURS REPORT
*****to be submitted by AWARDED BIDDER*****

Contractor/Subcontractor _____ Contract Start Date _____ Date of Report _____

Address _____ Contract Completion Date _____ Contract Amount _____

Telephone _____ Report Period _____ (Month and Year)

Construction Address: _____

HUD Funds (Program): _____

Job Category	Total Project Labor Hours this Month	Total Hours for Section 3 Workers this Month	Total Hours for Targeted Section 3 Workers this Month
Professionals			
Technicians			
Office/Clerical			
Trade:			
Trade:			
Trade:			
Trade:			
Trade:			
Other: (List)			
TOTAL FOR MONTH:			
PERCENT OF TOTAL:	100%	%	%

Project Labor Hours to date (cumulative from start of Project):

Total Project Labor Hours: _____ Total Hours for Section 3 Workers: _____ Total Hours for Targeted Section 3 Workers

Is project on track to meet Benchmarks: YES ☐ NO ☐

FEDERAL LABOR STANDARDS PROVISIONS (FORM HUD-4010)

Federal Labor Standards Provisions

**U.S. Department of Housing
and Urban Development
Office of Labor Relations**

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. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 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 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, 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 subcontractor 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. 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 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 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 subparagraph A.3.(ii)(b).

(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 subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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 29 CFR Part 5 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 subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be 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 1 01 0, 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. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 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 contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 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. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(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 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). 40 USC 3701 et seq.

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

DAVIS BACON WAGE DETERMINATION

"General Decision Number: CA20220001 04/29/2022

Superseded General Decision Number: CA20210001

State: California

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

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at

after January 30, 2022:		least \$15.00 per hour (or
		the applicable wage rate
		listed on this wage
		determination, if it is
		higher) for all hours
		spent performing on the
		contract in 2022.

If the contract was awarded on		. Executive Order 13658
or between January 1, 2015 and		generally applies to the
January 29, 2022, and the		contract.
contract is not renewed or		. The contractor must pay
all		
extended on or after January		covered workers at least
30, 2022:		\$11.25 per hour (or the
		applicable wage rate
listed		on this wage
determination,		if it is higher) for all
		hours spent performing on
		that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022
4	02/25/2022
5	04/01/2022
6	04/29/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material		

handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not).....\$ 22.40 13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

BRCA0004-008 05/01/2021

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.94	18.71

BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

* BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.43	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

CARP0213-003 07/01/2021

	Rates	Fringes
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Drywall

(1) Work on wood framed
construction of single
family residences,
apartments or condominiums
under four stories

Drywall Installer/Lather...	\$ 32.14	16.28
Drywall Stocker/Scrapper...	\$ 22.16	8.62

CARP0619-002 07/01/2021

Rates	Fringes
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Drywall

(2) All other work

Drywall Installer/Lather...	\$ 42.80	16.28
Drywall Stocker/Scrapper...	\$ 23.07	8.62

CARP0619-003 07/01/2021

Rates	Fringes
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CARPENTER

(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28
(5) Residential		
Insulation Installer.....	\$ 24.16	15.76

PILEDRIVERMAN.....	\$ 51.53	16.28
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CARP0619-004 07/01/2021

Rates	Fringes
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Diver

(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in "'Rates' column are per day

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

 CARP1607-004 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 51.90	16.48

 ELEC0569-001 06/01/2021

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 54.36	3%+14.88
Electrician.....	\$ 53.61	3%+14.88
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 48.40	3%+14.88
Electrician.....	\$ 47.65	3%+14.88

 ELEC0569-004 06/01/2021

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and		

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

ELEC0569-005 06/01/2021

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which		

electricity is applied to the amplification,
transmission,
transference, recording or reproduction of voice, music,
sound, impulses and video. Excluded from this Scope of
Work -

transmission, service and maintenance of background
music.

All of the above shall include the installation and
transmission over fiber optics.

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

ELEC0569-006 02/22/2021

Work on street lighting; traffic signals; and underground
systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....\$	35.17	9.01
Utility Technician #2.....\$	28.60	8.80

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and
traffic signals, including electrical circuitry,
programmable controller, pedestal-mounted electrical
meter

enclosures and laying of pre-assembled cable in ducts.
The

layout of electrical systems and communication
installation

including proper position of trench depths, and radius at
duct banks, location for manholes, street lights and
traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at
jobsite,
installation of underground ducts for electrical,

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

ELEC0569-008 08/30/2021		
	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 37.28	7.98

ELEC1245-001 01/01/2022		
	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.86
(3) Groundman.....	\$ 36.76	20.46
(4) Powderman.....	\$ 51.87	18.79

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

ELEV0018-001 01/01/2022		
	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

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

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment (Cranes, Piledriving &		

Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material

environment: \$2.00 per hour additional. Combination mixer

and compressor operator on gunite work shall be classified

as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo

form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator

(asphalt or concrete); Trenching machine operator (up to 6

ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types

- Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full

slab vibrator, Mechanical berm, curb or gutter (concrete or

asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted);

Road oil mixing machine operator; Roller operator (asphalt

or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled

tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine,

up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1

drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-

propelled curb and gutter machine operator; Shuttle
buggy;
Skiploader operator (crawler and wheel type over 1-1/2
yds.
up to and including 6-1/2 yds.); Soil remediation plant
operator; Surface heaters and planer operator; Tractor
compressor drill combination operator; Tractor operator
(any type larger than D-5 - 100 flywheel h.p. and over,
or
similar-bulldozer, tamper, scraper and push tractor
single
engine); Tractor operator (boom attachments), Traveling
pipe wrapping, cleaning and bending machine operator;
Trenching machine operator (over 6 ft. depth capacity,
manufacturer's rating); trenching Machine with Road Miner
attachment (over 6 ft depth capacity): Ultra high
pressure
waterjet cutting tool system mechanic; Water pull
(compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

GROUP 12: Auto grader operator; Automatic slip form
operator;

Drilling machine operator, bucket or auger types
(Calweld,
auger 200 CA or similar types - Watson, auger 6000 or
similar types - Hughes Super Duty, auger 200 or similar
types - drilling depth of 175' maximum); Hoe ram or
similar
with compressor; Mass excavator operator less tha 750 cu.
yards; Mechanical finishing machine operator; Mobile form
traveler operator; Motor patrol operator (multi-engine);
Pipe mobile machine operator; Rubber-tired earth- moving
equipment operator (multiple engine, Euclid, Caterpillar
and similar type, over 50 cu. yds. struck); Rubber-tired
self- loading scraper operator (paddle-wheel-auger type
self-loading - two (2) or more units)

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

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

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

GROUP 16: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (single engine,
over 50 yds. struck); Rubber-tired earth-moving equipment

operator, operating equipment with push-pull system
(multiple engine, Euclid, Caterpillar and similar, over
25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (multiple
engine,
Euclid, Caterpillar and similar, over 50 cu. yds.
struck);

Tandem tractor operator (operating crawler type tractors
in
tandem - Quad 9 and similar type)

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

GROUP 19: Rotex concrete belt operator (or similar
types);

Rubber-tired earth-moving equipment operator, operating
in
tandem (scrapers, belly dumps and similar types in any
combination, excluding compaction units - single engine,
Caterpillar, Euclid, Athey Wagon and similar types with
any

and all attachments over 25 yds. and up to and including
50

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

GROUP 20: Rubber-tired earth-moving equipment operator,
operating in tandem (scrapers, belly dumps and similar
types in any combination, excluding compaction units -
single engine, over 50 yds. struck); Rubber-tired
earth-moving equipment operator, operating in tandem
(scrapers, belly dumps, and similar types in any
combination, excluding compaction units - multiple
engine,

Euclid, Caterpillar and similar, over 25 yds. and up to
50

yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loaded, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and

including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);
Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting

device for concrete forms); Tugger hoist operator (1 drum);

Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine

operator; Heading shield operator; Heavy-duty repairperson;

Loader operator (Athey, Euclid, Sierra and similar types);

Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor

drill combination operator; Tugger hoist operator (2 drum);

Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE

corner of the western half of the northern quarter of
 Section
 6, T25S, R42E, MDM. Continue W along the Inyo and San
 Bernardino County boundary until the intersection with Kern
 County, as that point which is the SE corner of Section 34,
 T24S, R40E, MDM. Continue W along the Inyo and Kern County
 boundary until the intersection with Tulare County, at that
 point which is the SW corner of the SE quarter of Section
 32,
 T24S, R37E, MDM. Continue W along the Kern and Tulare
 County
 boundary, until that point which is the NW corner of T25S,
 R32E, MDM. Continue S following R32E lines to the NW
 corner of
 T31S, R32E, MDM. Continue W to the NW corner of T31S,
 R31E,
 MDM. Continue S to the SW corner of T32S, R31E, MDM.
 Continue
 W to SW corner of SE quarter of Section 34, T32S, R30E,
 MDM.
 Continue S to SW corner of T11N, R17W, SBM. Continue E
 along
 south boundary of T11N, SBM to SW corner of T11N, R7W, SBM.
 Continue S to SW corner of T9N, R7W, SBM. Continue E along
 south boundary of T9N, SBM to SW corner of T9N, R1E, SBM.
 Continue S along west boundary of R1E, SMB to Riverside
 County
 line at the SW corner of T1S, R1E, SBM. Continue E along
 south
 boundary of T1S, SBM (Riverside County Line) to SW corner
 of
 T1S, R10E, SBM. Continue S along west boundary of R10E,
 SBM to
 Imperial County line at the SW corner of T8S, R10E, SBM.
 Continue W along Imperial and Riverside county line to NW
 corner of T9S, R9E, SBM. Continue S along the boundary
 between
 Imperial and San Diego Counties, along the west edge of
 R9E,
 SBM to the south boundary of Imperial County/California
 state
 line. Follow the California state line west to Arizona
 state
 line, then north to Nevada state line, then continuing NW
 back

to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of

T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along

the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0229-001 07/01/2021

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 38.08	24.91
Ornamental, Reinforcing		

and Structural.....\$ 43.00 33.55

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LAB00089-001 07/01/2020

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 34.18	20.48
Group 2.....	\$ 34.86	20.48
Group 3.....	\$ 35.57	20.48
Group 4.....	\$ 36.37	20.48
Group 5.....	\$ 38.30	20.48
LABORER (RESIDENTIAL CONSTRUCTION - See definition		

below)

(1) Laborer.....	\$ 30.82	18.80
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 29.53	18.80

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-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 cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters

and sidewalks; Concrete curer-impervious membrane and form
 oiler; Cutting torch operator (demolition); Guinea chaser;
 Headboard man-asphalt; Laborer,
 packing rod steel and pans; membrane vapor barrier installer;
 Power broom sweepers (small); Riiiprap, stonepaver, placing
 stone or wet sacked concrete; Roto scraper and tiller;
 Tank
 sealer and cleaner; Tree climber, faller, chain saw operator,
 Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellow

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer,
 2
 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen
 and mean applying asphalt, lay-kold, creosote, line caustic
 and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air
 blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and
 any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, 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; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER)	\$ 33.00	19.23

LABO0089-004 07/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		

Group 1.....	\$ 35.30	20.48
Group 2.....	\$ 35.76	20.48
Group 3.....	\$ 36.17	20.48
Group 4.....	\$ 37.01	20.48
Group 5.....	\$ 40.28	20.48

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer,
Landscape

Laborer. Asphalt Rubber Material Loader. Boring Machine
Tender (outside), Carpenter Laborer (cleaning, handling,
oiling & blowing of panel forms and lumber), Concrete
Laborer, Concrete Screeding for rough strike-off,

Concrete

water curing. Concrete Curb & Gutter laborer, Certified
Confined Space Laborer, Demolition laborer & Cleaning of
Brick and lumber, Expansion Joint Caulking; Environmental
Remediation, Monitoring Well, Toxic waste and

Geotechnical

Drill tender, Fine Grader, Fire Watcher, Limbers, Brush
Loader, Pilers and Debris Handlers. flagman. Gas Oil and
Water Pipeline Laborer. Material Hoseman (slabs, walls,
floors, decks); Plugging, filling of shee bolt holes; Dry
packing of concrete and patching; Post Holer Digger
(manual); Railroad maintenance, repair trackman, road

beds;

Rigging & signaling; Scaler, Slip-Form Raisers, Filling
cracks on any surface, tool Crib or Tool House Laborer,
Traffic control (signs, barriers, barricades, delineator,
cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper
(on 1

yd. or larger mixers and handling bulk cement); Concrete
curer, impervious membrane and form oiler; Chute man,
pouring concrete; Concrete cutting torch; Concrete pile
cutter; driller/Jackhammer, with drill steel 2 1/'2 feet

or

longer; Dry pak-it machine; Fence erector; Pipeline
wrapper, gas, oil, water, pot tender & form man; Grout
man;

Installation of all asphalt overlay fabric and materials
used for reinforcing asphalt; Irrigation laborer;
Kettleman-Potman hot mop, includes applying asphalt,

lay-kold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing;

Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile

Man, Bushing hammer; Compactor (all types), Concrete Curer

- Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2

1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work.

High Scaler, Operators of Pneumatic Gas or Electric Tools,

Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled

Robotic Tools in connection with Laborers work.

Pipelayer

Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter,

Tamper/Wacker operator and similar types, Trenching Machine
hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker,
Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete
Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over.
Pipelayer,
Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system,
Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation,
Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LAB00300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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

fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment;
equipment
repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and
application of pavement markers, delineating signs, rumble
and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system
installer: removes, relocates, installs, permanently

affixed roadside and parking delineation barricades,
fencing, cable anchor, guard rail, reference signs,
monument markers; operation of all related machinery and
equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic
stripes
and markings; hot thermo plastic; tape traffic stripes
and
markings, including traffic control; operation of all
related machinery and equipment

LABO1414-003 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER.....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

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

Work at Military Bases - \$3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps
Air
Station-29 Palms, Imperial Beach Naval Air Station,
Marine
Corps Logistics Supply Base, Marine Corps Pickle Meadows,
Mountain Warfare Training Center, Naval Air
Facility-Seeley, North Island Naval Air Station,
Vandenberg
AFB.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12

(2) All Other Work.....\$ 33.12 17.24

REPAINT of any previously painted structure. Exceptions:
work involving the aerospace industry, breweries,
commercial recreational facilities, hotels which operate
commercial establishments as part of hotel service, and
sports facilities.

PAIN0036-010 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 37.14	20.90
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

PLAS0200-005 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional
per hour.

PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting
the
following criteria:

GROUP 1: Residential wood frame project of any size;
work
classified as Type III, IV or Type V construction;
interior tenant improvement work regardless the size of
the
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 58.33	25.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000		

sq. ft. of floor space.....\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....\$ 53.83	25.36

PLUM0016-011 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....\$ 42.74		21.28

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$ 36.85		24.75
Sewer & Storm Drain Work....\$ 40.94		22.13

ROOF0045-001 07/01/2021

	Rates	Fringes
ROOFER.....\$ 37.75		10.24

SFCA0669-001 04/01/2022

Rates	Fringes
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SPRINKLER FITTER.....\$ 44.99 25.16

SHEE0206-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 42.62	29.55
Except Camp Pendleton.....	\$ 40.62	29.55
Sheet Metal Technician.....	\$ 30.51	9.49

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0166-001 09/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 18.90	34.69
GROUP 2.....	\$ 26.49	34.69
GROUP 3.....	\$ 26.69	34.69
GROUP 4.....	\$ 26.89	34.69

GROUP 5.....	\$ 27.09	34.69
GROUP 6.....	\$ 27.59	34.69
GROUP 7.....	\$ 29.09	34.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70

Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
 08/29/2014. UAVG indicates that the rate is a weighted
 union
 average rate. OH indicates the state. The next number, 0010
 in
 the example, is an internal number used in producing the
 wage
 determination. 08/29/2014 indicates the survey completion
 date
 for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including
 requests
 for summaries of surveys, should be with the Wage and Hour
 National Office because National Office has responsibility
 for
 the Davis-Bacon survey program. If the response from this
 initial contact is not satisfactory, then the process
 described

in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISIO"

APPENDIX A – APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of

the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) §200.323 Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a

manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) § 200.322 Domestic preferences for procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.