

THE CITY OF POWAY
San Diego County, California

SPECIAL PROVISIONS

For the

FY 2022-23 ADA Barrier Removal – Community Park

Bid No. 23-010

JUNE 2023

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Bid #23-010

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CITY OF POWAY
NOTICE INVITING BIDS

Sealed bids will be received at Poway City Hall, 13325 Civic Center Drive, Poway, CA 92064, Customer Services Counter – 1st Floor, until **4:00 p.m. on June 21, 2023**, at which time they will be publicly opened by a City representative and read. They shall be submitted in sealed envelopes marked on the outside with the project title:

**FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK
BID NO. 23-010**

PROJECT DESCRIPTION:

This project consists of Americans with Disabilities (ADA) upgrades at Community Park to an existing restroom, and construction of a new ADA pathway and parking space near the tennis courts.

No bid will be received unless it is made on a bid form which is included as part of the Special Provisions for the project. Each bid shall be accompanied by cash or a cashier's check or a certified check, or a satisfactory bid bond issued by a California admitted surety insurer in the form as included in the bid documents, in any event in an amount not less than 10% of the total amount of the bid.

Construction surveying and staking will be provided by the Contractor. The Contractor must obtain a Right-of-Way Permit from the City, at no cost, before construction begins.

This project is funded through the Federal Community Development Block Grant Program (CDBG), as administered by the County of San Diego. This is a Federally-funded, affirmative action program. Bidders shall comply with all applicable Federal requirements, including Federal Prevailing Wage Rate criteria. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon the subcontractor under him/her, to pay not less than the specified rates to all workers employed by them in the execution of the Contract. The applicable wage decision will be the decision in effect as of 10 days prior to the bid opening date, provided that the contract is awarded within 90 days of the bid opening.

Disabled Veterans Business Enterprises, and Minority/Women Business Enterprises Companies' participation in the bidding process is encouraged for this Contract. Bidders are required to assure that every effort is made, to the greatest extent feasible, to provide Economic Opportunities for Low and Very Low-Income Persons for Contracts over \$100,000, and equal opportunity to every potential minority and woman business vendor or subcontractor for Contracts over \$10,000. Failure to take such steps prior to bid opening shall cause the bid to be rejected as non-responsive.

Plans, Specifications, and other Contract documents are available at the Development Services permit counter, located on the first floor of City Hall. A non-refundable fee of \$25.00 is required for each set of Contract documents or you may download it for free from our website at www.poway.org.

A pre-bid meeting is scheduled for June 7, 2023, at 3:00 p.m. in the Poway City Hall Main Conference Room 2060, 13325 Civic Center Drive, Poway, CA. The meeting is to answer bidders' questions on the construction project. Attendance at the pre-bid meeting is mandatory.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Please direct all questions during the bidding process to Jeff Beers, Special Projects Engineer, at (858) 668-4624 or via email at jbeers@poway.org.

PRELIMINARY ENGINEER'S ESTIMATE: \$130,000

CITY OF POWAY

Date: 5/15/23

Tracy Beach
Tracy Beach, City Engineer

SECTION 2

GENERAL PROVISIONS

2-1 LEGAL RELATIONS AND RESPONSIBILITY - Attention is directed to Section 5, "Legal Relations and Responsibilities," of the Standard Specifications.

2-2 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION - The Contractor's attention is directed to the requirement in Section 12940, et seq. of the Government Code. The Contractor shall at all times comply with the applicable requirements of the California Fair Employment and Housing Act.

2-3 SOUND CONTROL REQUIREMENTS - The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations, between the hours of 5:00 p.m. and 7:00 a.m., shall not exceed 86 d.b.a. at a distance of 50 feet. This requirement in no way relieves the Contractor from the responsibility of complying with local ordinances regulating noise levels.

Said noise level requirements shall apply to all equipment on the job or related to the job including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

2-4 CONSTRUCTION EQUIPMENT - The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

2-5 PERMITS - Attention is directed to Section 2-2 "Permits," of the Standard Specifications for Public Works Construction, 2021 Edition, the associated Regional Supplement Amendments, and these Special Provisions. The Contractor will be required to obtain a City of Poway Public Right-of-Way Permit, at no cost to the Contractor.

2-6 LICENSES - No bid will be accepted from a bidder who is not licensed to conduct business in the State of California and licensed to perform the class of work defined by these bid documents.

The Contractor is required to complete the License Certification contained in the Bid Proposal documents. The Contractor's license classification required for this project is: License Type A or B.

The Contractor shall maintain a current City of Poway Business Certificate and State of California Department of Industrial Relations' Public Works Contractor Registration Number.

2-7 INCREASED OR DECREASED QUANTITIES - As per the Standard Specifications for Public Works Construction, 2021 Edition, and the associated Regional Supplement Amendments, Section 7-3, "Payment."

2-8 EQUIPMENT RENTAL RATES - The requirements associated with equipment rental rates for extra work items will be in compliance with Section 7-4, "Payment for Extra Work," of the Standard Specifications for Public Works Construction, 2021 Edition, and the associated Regional Supplement Amendments.

a. The following revisions are made to this section:

- i. Section 7-4.2.1 – Labor. Delete the first paragraph and replace it with the following: "The cost of labor shall be the actual cost for wages of workers performing the Extra Work at the time the Extra Work is done, plus payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes. A labor surcharge rate will be added to the cost of labor and shall constitute full compensation for statutory payroll items imposed by Federal, State or local laws. The labor surcharge rate shall be determined from the State of California, Business, Transportation and Housing Agency, Department of Transportation, Division of Construction's Labor Surcharge and Equipment Rental Rates Book. The edition of this book in effect at the time the extra work was performed will govern the rate paid."
- ii. Section 7-4.2.3 - Tool and Equipment Rental. Delete the second paragraph and replace it with the following: "Regardless of ownership, the rates used to determine equipment rental rates shall be those listed in the State of California, Business, Transportation and Housing Agency, Department of Transportation, Division of Construction's Labor Surcharge and Equipment Rental Rates Book. The edition of this book in effect at the time the extra work was performed will govern the rate paid."
- iii. Section 7-4.2.3 - Tool and Equipment Rental. Revise the last sentence in paragraph 6 to read: "This time begins when the equipment is first put into actual operation on the extra work."
- iv. Section 7-4.3.1 – Work by the Contractor. Delete this section and replace with the following: "The Contractor shall be provided the following markup related to the extra work and shall constitute all delay costs, overhead costs, profit, and other expenses related to the extra work:

- a. Labor 15%
- b. Equipment 15%
- c. Materials 15%
- d. The Contractor will be compensated for the actual increase in the Contractor's bond premium caused by the extra work.

Section 7-4.3.2 – Work by the Subcontractor. Delete this section and replace with the following: "When all or any part of the extra work is performed by a subcontractor, the markup established in 7-4.3.1 shall be applied to the subcontractor's actual cost of such work as determined under 7-4.2.3, to which a markup of 5 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 2.5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2-9 ANTI-KICKBACK - The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).

2-10 WORK STANDARDS - The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Section 103 requires the Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of that act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

2-11 PAYMENT RETENTION CLAUSE - In conformance with the Public Contract Code Section 22300, the Contractor may substitute securities for any moneys withheld by the City to ensure performance under the Contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Poway or with a State or Federally chartered bank as the escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

2-12 ASSIGNMENT OF CONTRACT - The successful bidder shall agree not to assign, transfer, convey, sublet or otherwise dispose of the items appearing on this bid form which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the Director or City Engineer, Department of Development Services. Notice is hereby given that the City of Poway will not honor any assignment made by the Contractor, unless the consent in writing, as indicated above, is given.

2-13 MONTHLY PROGRESS PAYMENT REQUESTS - Monthly progress payment requests will be made in compliance with Section 7, "Measurement and Payment," of the Standard Specifications for Public Works Construction, 2021 Edition, and the associated Regional Supplement Amendments.

- a. The closure date for acceptance of progress payment requests will be the first working day of the month. Payments of complete and accurate requests will be made to the Contractor before the last working day of the month.
- b. The Contractor may request payment for materials delivered to the site and not yet incorporated in the work only after they have provided a secure storage location for the materials. The storage location is to be approved by the City Engineer or their representative before its use. The Contractor will be responsible to obtain the necessary Temporary Use Permit, and letter of permission from the property owner as required by the City of Poway, Department of Development Services.
- c. The City will furnish monthly-itemized estimates of work on the City's Progress Pay Estimate form for the purpose of making partial payments thereon. Progress Pay Estimates are processed for payment no later than the fourth Friday of each month. For purposes of developing monthly-itemized estimates, the Contractor's site representative shall conduct field measurements along with the City Inspector on a weekly basis. Field measurements shall be provided to the City's Project Manager for review and approval prior to incorporation in the Progress Pay form.
- d. The Contractor shall submit for review a current project schedule showing the critical path items prior to processing and payment of each progress pay.
- e. Delivery of a Progress Pay Estimate form by the City to the Contractor for signature shall constitute a written request for certified payroll covering the same period as the Progress Pay. Payment is contingent upon receipt of the certified payroll records.

2-14 CONTRACT DOCUMENTS – The following documents, the Advertisement for Bids, Notice Inviting Bids, Information for Bidders, Special Conditions, 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, Details, and all addenda and Change Orders executed by the parties pursuant to the provisions thereof, are herein defined as the "Contract Documents."

- a. The Contract Documents comprise the entire agreement between the City of Poway and the Contractor concerning the Work and will be construed in accordance with the laws of the State of California.
- b. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any 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.

SECTION 3

SPECIFICATIONS AND PLANS

3-1 The work performed shall be done in accordance with the Standard Specifications for Public Works Construction, 2021 Edition; the Regional Supplement Amendments; and City of Poway's Supplemental Engineering Standards, 2021 Edition; all hereinafter referred to as "Standard Specifications". All grading shall be in accordance with the City of Poway Municipal Code and these Special Provisions. All Contracts that contain landscape construction shall reference the City of Poway *Landscape and Irrigation Design Manual*, 2021 Edition. All work relating to traffic signals, signal communication, signing, striping and marking, and temporary traffic control shall be in accordance with the Caltrans Standard Specifications, dated 2018, and the Caltrans Standard Plans, dated 2018.

3-2 The precedence of the Contract documents shall be in compliance with Section 3-7.2, "Precedence of Contract Documents," as indicated in the Standard Specifications for Public Works Construction, 2021 Edition, and the associated Regional Supplement Amendments.

3-3 References in these Special Provisions to Standard Drawings shall mean the City of Poway's Supplemental Engineering Standards, 2021 Edition; and Regional Standard Drawings, San Diego Area, 2021; or Caltrans Standard Plans, 2018.

3-4 All materials used on this project shall be included in the City of Poway's approved materials list, which is included in the City of Poway's Supplemental Engineering Standards, 2021 Edition. Any alternate request must be submitted and approved by the City Engineer prior to bid opening. All material substitution requests must be received by the City a minimum of 10 days prior to bid opening.

3-5 Where the Standard Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the Contract.

3-6 All work is to be done in accordance with City of Poway Improvement Plans for:

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

<u>DESCRIPTION</u>	<u>SHEET NO.</u>
Title Sheet	1
Restroom Plans	2
Restroom Details	3
Pathway Plans	4
Pathway Details	5

SECTION 4

BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATION OF DAMAGES

4-1 Attention is directed to the Provisions in Section 6, "Prosecution and Progress of the Work," of the Standard Specifications and these Special Provisions.

4-2 The Contractor shall begin work within 15 (fifteen) days after the start date indicated in the Notice to Proceed. Should the City fail to issue a Notice to Proceed, said Notice shall be deemed given upon the date of mailing to the Contractor of the fully executed Contract. The Contractor shall diligently prosecute the work to completion within **25 working days** from the date of said Notice to Proceed. Regardless of whether the Contractor actually begins work on the date specified above or not, the Contract time shall begin on that date unless a written extension of time has been granted by the Engineer pursuant to Section 6-4 of the Standard Specifications.

4-3 The Contractor shall pay to the City of Poway the sum of \$500.00 (five hundred dollars) per day for each and every calendar days delay in completing the work in excess of the number of working days prescribed above. In no event will liquidated damages, as provided for in this Section 4, exceed \$500.00 for any one-calendar days delay.

4-4 WORKING DAY

- a. The Contractor's activities shall be confined to the hours between 7:00 a.m. to 4:30 p.m. Monday through Thursday, and 7:30 a.m. to 4:00 p.m. alternating Fridays, excluding holidays. There shall be no work on the alternating Friday on which City Hall is closed. Deviation from these hours will not be permitted without the prior consent of the City Engineer, except for emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.
- b. Lane Closures on Major Arterials will be allowed between 8:30 a.m. and 3:30 p.m. Monday through Thursday, and alternating Fridays, excluding holidays, and per the approved traffic control plan. Lane Closures on Poway Road between Oak Knoll Road and Midland Road will be allowed between 8:30 a.m. and 11:30 a.m. and between 1:30 p.m. and 3:30 p.m. Monday through Thursday, and alternating Fridays, excluding holidays, and per the approved traffic control plan. Lane Closures on Collector Streets will be allowed between 8:00 a.m. and 4:00 p.m. Monday through Thursday, and between 8:30 a.m. and 3:30 p.m. on alternating Fridays, excluding holidays, and per the approved traffic control plan. There shall be no lane closures on the alternating Friday on which City Hall is closed. Deviation from these hours will not be permitted without the prior consent of the City Engineer, except for emergencies involving immediate hazard to persons or property.

- c. The following is a list of City-observed holidays for 2023:

New Year's Day observed	January 2, 2023
Martin Luther King Jr. Day	January 16, 2023
President's Day	February 20, 2023
Memorial Day	May 29, 2023
Independence Day	July 4, 2023
Labor Day	September 4, 2023
Veterans Day observed	November 10, 2023
Thanksgiving Day	November 23, 2023
Day after Thanksgiving	November 24, 2023
Christmas Day	December 25, 2023

4-5 CONSTRUCTION SCHEDULE

- a. As soon as possible after award of the Contract, and before a Notice to Proceed has been issued, the Contractor shall prepare and submit to the City's representative a construction progress schedule showing critical path work items. The schedule shall be in graphic form, bar graph, or such similar form as is acceptable to the City's representative showing the proposed dates of commencement, critical path items, and completion of each of the various subdivisions or units of work required under the Contract. Items on the schedule shall be arranged in the order and sequence in which they will be performed. The schedule shall conform to the working time and time of completion established under the terms of the Contract and shall be subject to modifications by and review of the City's representative. When necessary, in the opinion of the City's representative, the Contractor, when so ordered, shall modify the schedule to conform to such requirements. Upon request, the Contractor shall provide the construction schedule in both hard copy and electronic copy which may include PDF and/or an editable version.
- b. The Contractor shall also provide a three-week look ahead schedule, which shall be updated and provided to the City on a weekly basis or whenever significant changes are made. The schedule shall include a brief summary or list of proposed daily construction activities for the next three weeks and identify any critical path items during the scheduled time frame.
- c. The construction schedule shall be continuously updated and, if necessary, revised whenever an event occurs which renders the existing schedule inaccurate. Failure to submit an accurate revised schedule within 48 hours will result in the delay of the issuance of the monthly progress payment.
- d. Copies of newly updated schedules shall be forwarded to the City's representative, as directed, immediately upon preparation. Failure to submit updated construction schedules within 48 hours of receiving the request for progress payment will result in a delay of the issuance of the monthly progress payment check. Monthly progress payment check will not be issued until an updated schedule is received.

- e. Request for extensions of time when related to unforeseen events beyond the control of the Contractor, as stated in Section 6-4 of the Standard Specifications, shall be submitted to the City within 24 hours of the event. Any requests received more than 24 hours after the event are subject to rejection.

4-6 PROJECT DOCUMENTATION

Upon request, the Contractor shall provide copies of daily field reports. Reports shall include a summary of daily activities as well as a list of personnel along with materials and equipment used.

SECTION 5

AWARD AND EXECUTION OF CONTRACT

5-1 The bidder's attention is directed to the provisions in Section 1-7, "Award and Execution of the Contract," of the Standard Specifications and to Proposal Requirements and Conditions of the Special Provisions for the requirements and conditions concerning award and execution of the Contract.

Bids are required for the entire work described herein.

5-2 AWARD OF CONTRACT - The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within forty-five (45) days after the opening of bids. Award of bid is subject to City Council appropriation of funds for the project.

The City reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder, and reject all other bids, to waive any informality in the bidding, and to accept any bid or portion thereof. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the Bid Schedule.

5-3 CONTRACT BONDS:

Performance Security - The Contractor shall furnish two good and sufficient bonds. Each of the said bonds shall be executed in a sum equal to: one hundred percent (100%) of the Contract price for the Payment Bond (material and labor) and one hundred percent (100%) of the Contract price for the Faithful Performance Bond. One of the said bonds shall secure the payment of claims for material and labor, and the other of the said bonds shall guarantee the faithful performance of the said Contract by the Contractor. Bonds shall be furnished by surety companies satisfactory to the City Attorney on forms provided herein.

Pursuant to Public Contract Code Section 22300, provisions for substitution of securities for performance retentions will be allowed.

Bid Security - Each bid must be accompanied by either cash, certified or cashier's check drawn on a responsible bank doing business in the United States payable to the City, or a satisfactory bidder's bond in favor of the City executed by the bidder, as principal, and a California admitted surety company (as defined by California Code of Civil Procedure sections 995.120 and 995.311) as surety, or letter of credit made payable to the City of Poway (the "Bid Security"). The Bid Security must be in an amount equal to at least ten percent (10%) of the amount bid, such guaranty of the bidder to 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 Bidder Security may be used to offset the City's cost of revising its plans and specifications, re-advertising and receiving new bids. Required qualifications for the surety issuing bid bonds shall be the same as the qualifications for sureties set forth in Section 5-8, "Surety and Insurance Company Qualifications."

In lieu of bonds required of the bidder, the bidder may provide security in the form of a cash deposit or a letter of credit drawn on an institution located in San Diego County and approved by the City Attorney.

If the Bid Security is in the form of a bid bond, bidder shall use the form entitled "Bid Bond" contained in the bid documents at pages 63-64, which bid bond shall be properly executed and acknowledged by the bidder and by an appropriate surety. Any material alteration of said form of bid bond, as herein required, will render it unacceptable and result in the rejection of the proposal under which the bid bond is submitted.

5-4 EXECUTION OF CONTRACT - The Contract shall be signed by the successful bidder and returned, together with the Contract bonds, within ten (10) days, excluding Sundays and legal holidays, 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.

5-5 Failure to execute the Contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the Contract has been awarded to him, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

5-6 RETURN OF BIDDER'S BID SECURITIES - Within ten (10) days after the award of the Contract, the City will return the Bid Securities accompanying each of the proposals that are not to be further considered in making the award. All other Bid Securities will be held until the Contract has been finally executed, after which all Bid Securities, except those forfeited, will be returned to the respective bidders whose proposals they accompany.

5-7 INSURANCE - The City shall be named as an additional insured with the bidder. Refer to the Insurance Code of the State of California. Evidence shall be furnished that the requirements of said code are met. Unless specified otherwise, the minimum requirement is as follows:

- Comprehensive General Liability: \$1,000,000 Bodily Injury & Property Damage combined each occurrence and \$2,000,000 aggregate
- Automobile Liability, including owned, hired, and non-owned vehicles: \$1,000,000 combined single limit
- Workers' Compensation insurance: Per the statutory amount

Each policy is to provide primary coverage to City and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by City.

Upon request by City prior to the time of Award of Bid, the bidder agrees to promptly provide City with letters from insurance companies meeting the requirements of the contract documents verifying that they are prepared to issue insurance to bidder meeting all requirements of the contract documents. The failure of bidder to provide City with this proof of insurance prior to the time of award shall entitle City to reject the bidder's bid as non-responsive and to award the bid to the next lowest bidder at the sole discretion of City.

The failure of bidder to provide City with insurance meeting all requirements of the contract documents within 15 calendar days after the Award of Bid, shall constitute a material breach of the contract, entitling City to terminate the contract and call the bid bond.

5-8 SURETY AND INSURANCE COMPANY QUALIFICATIONS - All bonds and all insurance shall meet the following standards. The issuing company:

- a. Shall be an "admitted surety" or an insurance company listed by the State Insurance Commissioner; and
- b. Shall have a rating in the latest Best's Rating Guide of "A -" or better and Class VI or better; or be "treasury listed" for the size of risk to be undertaken.

In the event that the company does not satisfy subsection (b) above, the City Attorney or City Manager may only approve such company if the small size of the insurance or surety obligation or other risk factor justify approval, and satisfactory evidence is produced by the company that its financial responsibility and performance capability are sufficient to insure or secure adequately the risk obligation. (See City Council Resolution 90-082.)

SECTION 6

PROPOSAL REQUIREMENTS AND CONDITIONS

6-1 The bidder's attention is directed to the General Provisions of the Standard Specifications and these Special Provisions for the requirements and conditions, which must be observed in the preparation of and the submission of the bid.

6-2 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK - The bidder is required to examine carefully the site of and the Proposal, Plans, Specifications, 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, the Special Provisions, and the Contract. It is mutually agreed that submission of the proposal shall be considered prima facie evidence that the bidder has made such examination.

The quantities given in the notice to Contractors and in the proposal and Contract are approximate only, being given as a basis for the comparison of bids. The Development Services Department does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

6-3 DEFINITION OF TERMS - Whenever the words herein defined, or pronouns used in their stead, occur in these Special Provisions or Standard Specifications, they shall have the meaning here given, except as the context requires a different meaning.

- a. The word "City" or "Agency" shall mean the City of Poway.
- b. The term "Board" or "City Council" shall mean the City of Poway.
- c. The term "Engineer" shall mean the City Engineer of the City of Poway, California, or his designated representative.
- d. Wherever in the Standard Specifications or upon the Plans, the words "directed," "required," "ordered," "designated," "prescribed" or words of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

6-4 PROPOSAL FORM - All proposals must be made on blank forms provided in these Special Provisions. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, their name and address must be shown. If made by a firm or partnership, the name and 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.

6-5 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 City of Poway reserves the right to reject any and all bids.

6-6 BIDDER'S GUARANTEE - All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Poway for an amount equal to at least ten percent (10%) of the amount of said bid; and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

6-7 PROOF OF INSURANCE - The bidder making this proposal warrants and represents that the bidder has carefully read and understood all of the insurance requirements of the Contract Documents and has included the full cost of providing insurance meeting all requirements of the Contract Documents in the bid.

6-8 ORDINANCE 735 – LOCAL VENDOR PREFERENCE – A local vendor is a business that is located in and licensed to provide goods and/or supplies within the City limits of Poway, and reports sales taxes to the State of California. When calculating bids or quotes based on the lowest responsible bid, and which involves the purchase of taxable goods in whole or in part, the preference to be granted to the price bid or quoted by a local vendor shall be 1%, which is equal to the portion of sales tax the City receives. The 1% preference will only apply to the taxable portion of the bid or quote. See the Poway Municipal Code, Title 3.

6-9 DEBARMENT – By submitting a bid, the proposing contractor certifies, under penalty of perjury, that neither it, nor any person associated with it in the capacity of owner, partner, director, officer, or manager (1) are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from submitting bids for contracts issued by any City or political subdivision or agency of the State of California or the Federal Government; (2) have (within the three (3) year period preceding the submission of the bid) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses described in clause (2), above; and (4) have (within the three (3) year period preceding the submission of the bid) had one or more public transaction (federal, state, or local) terminated for cause or default.

6-10 CERTIFICATION AND INDEMNIFICATION REGARDING PUBLIC EMPLOYEES' RETIREMENT LAW/PENSION REFORM ACT OF 2013 – The proposing contractor will certify that if selected, all persons providing services to City by Contractor are not current members of the California Public Employees' Retirement System (CalPERS) and shall not become members of CalPERS while providing services to City.

Contractor further provides that in the event Contractor assigns a retired annuitant receiving a pension benefit from CalPERS to perform services for City, the retired annuitant is in full compliance with Government Code section 7522.56. A copy of Government Code section 7522.56 is attached hereto Section 6-10a.

Further, Contractor hereby fully and unconditionally indemnifies City from all penalties, fees, employer and employee contributions, or any other assessments imposed by CalPERS in the event CalPERS determines the person assigned by Contractor to provide services to City has been misclassified.

6-11 BACKGROUND INFORMATION QUESTIONNAIRE - The Contractor shall submit the Background Information Questionnaire in Section 9, with their bid. Falsifying any information on this questionnaire could jeopardize or delay award of the contract and may render the bid nonresponsive.

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a. Cal Gov Code § 7522.56:

Deering's California Codes are current through all 1016 chapters of the 2018 Regular Session and the November 6, 2018 Ballot Measures.

Deering's California Codes Annotated > GOVERNMENT CODE > Title 1 General > Division 7 Miscellaneous > Chapter 21 Public Pension and Retirement Plans > Article 4 California Public Employees' Pension Reform Act of 2013

§ 7522.56. Provisions applicable to person receiving pension benefit from public retirement system; Section supersedes conflicting provisions

(a) This section shall apply to any person who is receiving a pension benefit from a public retirement system and shall supersede any other provision in conflict with this section.

(b) A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same public retirement system from which the retiree receives the benefit without reinstatement from retirement, except as permitted by this section.

(c) A person who retires from a public employer may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system upon appointment by the appointing power of a public employer either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration.

(d) Appointments of the person authorized under this section shall not exceed a total for all employers in that public retirement system of 960 hours or other equivalent limit, in a calendar or fiscal year, depending on the administrator of the system. The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties, divided by 173.333 to equal an hourly rate. A retired person whose employment without reinstatement is authorized by this section shall acquire no service credit or retirement rights under this section with respect to the employment unless he or she reinstates from retirement.

(e)

(1) Notwithstanding subdivision (c), any retired person shall not be eligible to serve or be employed by a public employer if, during the 12-month period prior to an appointment described in this section, the retired person received any unemployment insurance compensation arising out of prior employment subject to this section with a public employer. A retiree shall certify in writing to the employer upon accepting an offer of employment that he or she is in compliance with this requirement.

(2) A retired person who accepts an appointment after receiving unemployment insurance compensation as described in this subdivision shall terminate that employment on the last day of the current pay period and shall not be eligible for reappointment subject to this section for a period of 12 months following the last day of employment.

(f) A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

(1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

(2)

(A) Except as otherwise provided in this paragraph, for state employees, the state employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed state employment position before 180 days have passed and the appointment has been approved by the Department of Human Resources. The department may establish a process to delegate appointing authority to individual state agencies but shall audit the process to determine if abuses of the system occur. If necessary, the department may assume an agency's appointing authority for retired workers and may charge the department an appropriate amount for administering that authority.

(B) For legislative employees, the Senate Committee on Rules or the Assembly Rules Committee certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(C) For employees of the California State University, the Trustees of the California State University certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(3) The retiree is eligible to participate in the Faculty Early Retirement Program pursuant to a collective bargaining agreement with the California State University that existed prior to January 1, 2013 or has been included in subsequent agreements.

(4) The retiree is a public safety officer or firefighter hired to perform a function or functions regularly performed by a public safety officer or firefighter.

(g) A retired person who accepted a retirement incentive upon retirement shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement and subdivision (f) shall not apply.

(h) This section shall not apply to a person who is retired from the State Teachers' Retirement System, and who is subject to Section 24214, 24214.5 or 26812 of the Education Code.

(i) This section shall not apply to (1) a subordinate judicial officer whose position, upon retirement, is converted to a judgeship pursuant to Section 69615, and he or she returns to work in the converted position, and the employer is a trial court, or (2) a retiree of the Judges' Retirement System or the Judges' Retirement System II who is assigned to serve in a court pursuant to Section 68543.5.

History

Added Stats 2012 ch 296 § 15 (AB 340), effective January 1, 2013. Amended Stats 2013 ch 528 § 11 (SB 13), effective October 4, 2013 (ch 528 prevails); ch 76 § 75 (AB 383), effective January 1, 2013; Stats 2014 ch 238 § 1 (AB 2476), effective January 1, 2015.

Annotations

Notes

Amendments:

Note—

Amendments:

2013 Amendment:

Substituted (1) "have passed" for "has passed" in the first sentence of subds (f)(1) and (f)(2); (2) "or firefighter hired to perform a function or functions regularly performed by a public safety officer or firefighter" for "of firefighter" in subd (f)(4); and (3) "Judges' Retirement System" for "Judges' Retirement System I" in subd (i).

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SECTION 7

PUBLIC CONVENIENCE AND SAFETY

- 7.1 CITY OF POWAY RIGHT-OF-WAY PERMIT - Add the following to Section 2-2, "Permits," of the Standard Specifications.
- a. The Contractor is required to apply for and obtain a Right-of-Way Permit from the City of Poway for any work to be performed in the right-of-way. The Right-of-Way Permit will be issued by the City of Poway once the City has reviewed and found the submittal to be in compliance with the City's standards for safety and construction. No permit fee will be required for work on a City Contract.
 - b. One Right-of-Way Permit will be issued for all phases of work to be performed by the Contractor or his subcontractors on the project.
 - c. The Contractor is required to submit traffic control plans for each phase of work and/or location work will be performed in the public right-of-way.
 - d. The Contractor is not required to provide an additional copy of their Certificate of Insurance or their State of California Contractor's License as listed in the Right-of-Way Permit application. These documents are currently on file with the City of Poway as a result of the project Contract awarded by the Poway City Council.
 - e. Should the Contractor or one of his subcontractors fail to comply with the requirements of the Right-of-Way Permit, the Right-of-Way Permit will be revoked. Any subsequent Right-of-Way Permit issued by the City of Poway to the Contractor will be done so only after the Right-of-Way application fees are paid to the City of Poway with the subsequent Right-of-Way Permit application.
- 7-2 WORK SITE MAINTENANCE - Shall Conform to Section 3-12 of Standard Specifications as revised below:
- a. Section 3-12.4.2, Storage in Public Streets. Delete the first paragraph and replace with the following: "Construction materials and equipment shall not be stored in the streets, roads or highways. All materials or equipment not installed or used in construction after delivery shall be stored elsewhere by the Contractor at their expense unless otherwise authorized by the City Engineer or their appointed representative."
- 7-3 TRAFFIC CONTROL - Traffic control shall conform to Part 6 of the Standard Specifications as revised below:
- a. Section 600-1, General. Add the following paragraph between the first and second paragraphs: "The Contractor shall prepare a letter of notification regarding the intent to start work on the upcoming project, the impact to traffic, when and where the work will begin, and how long the work will be performed in the area described. The letter will be submitted to the City Engineer for review and approval before distribution. Once the letter is approved, the Contractor shall mail by U.S. Postal Service or other

- approved mail carrier (certified return receipt required) a signed copy of the letter to the Poway Fire Department, the San Diego County Sheriff's Department - Poway Substation, the U.S. Post Office, the Poway Unified School District, and Edco, the trash company collecting trash in the City of Poway. The notification letter must be received a minimum of five working days before the work is to begin. The Contractor shall cooperate with all local authorities relative to handling traffic and pedestrians traveling through the work zone. The Contractor and their personnel shall not park personal vehicles in the work area or the adjacent public right-of-way."
- b. Section 601-2 General. Delete first paragraph and replace with the following: "Traffic control plans are to comply with Part 6 of the California Manual on Uniform Traffic Control Devices (Cal MUTCD) 2018 Edition and Appendix "A" - Traffic Control Plans of the San Diego Regional Standard Drawings, 2021 Edition."
 - c. Section 601-2.1 General. Add the following between the second and third paragraphs: "The traffic control plan shall show all affected streets, work days and work hours (from – to –), appropriate signs and sign spacing dimensions, type of delineators and delineator spacing, taper, buffer and work area lengths, flaggers, if required, existing signing, marking and striping within the traffic control area, temporary striping, if required, and removal of conflicting striping and marking and bagging of conflicting signs, and detour map with appropriate signage, if roadway closure is required with the proposed traffic control."
 - d. Section 601-2.1 General. Add the following to the fourth paragraph: "Traffic control plans are to be submitted on 11" x 17" plan sheets. Traffic control plans can be submitted on 8.5" x 11" if the proposed traffic control represents a typical condition from the San Diego Regional Standard Drawings, Appendix "A" – Traffic Control Plans."
 - e. Three complete sets of traffic control plans are to be submitted with the Right-of-Way Permit application.
 - f. Traffic control plans for subsequent work locations can be submitted to the City's Project Manager seven (7) working days prior to the installation of the traffic control devices. Only after the traffic control plan for a specific area is submitted and approved can the work begin.
 - g. Prior to commencement of work or implementation of traffic control plans in the public right-of-way (street, sidewalks or parkways), the Contractor must have approved traffic control plans and Right-of-Way permit. The traffic control plans shall be approved by Traffic Engineering staff during the review process of the project Right-of-Way application.
 - h. For additional clarification on the required traffic control plans for this project, Contractors should contact the Project Manager.
 - i. All costs associated with the preparation, submittal, and revisions of traffic control plans, and the implementation of the plans in the field, are to be included in the Contractor's bid line item for traffic control; no additional payment will be made.

SECTION 8

CONSTRUCTION CONTRACT

CITY OF POWAY

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

This Contract made and entered into this ____ day of _____, 2023, by and between City of Poway, a municipal corporation of the State of California, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

The City and the Contractor, for the consideration hereinafter named, mutually agree as follows:

1. The complete Contract includes all of the Contract Documents, which are incorporated herein by this reference, and include:
 - a. This Contract
 - b. Contract Addenda
 - c. Contract Change Orders
 - d. Instructions to Bidders, Proposal Requirements and Conditions
 - e. Contract Specifications
 - f. Contract Plans
 - g. General Condition
 - h. Special Conditions
 - i. Standard Specification for Public Works, most current edition

2. The Contract Documents are complementary, and that which is required by one shall be as binding as if required by all.
3. Contractor shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement:

This project consists of Americans with Disabilities (ADA) upgrades at Community Park to an existing restroom, and construction of a new ADA pathway and parking space near the tennis courts.

4. Contractor agrees to perform all the said work and furnish all the said materials at their own cost and expense that are necessary to construct and complete in strict conformance with Contract Documents and to the satisfaction of the City Engineer, the work hereinafter set forth in accordance with the Contract adopted by the City Council.

5. City agrees to pay and Contractor agrees to accept in full payment for performance of this work of improvement as described, the stipulated sum of \$ _____ the "Contract Price."

City agrees to make progress payments and final payment in accordance with the method set forth in the Special Provisions.

6. Contractor agrees to commence construction of the work provided for herein within Fifteen (15) Calendar Days after the date specified in the Notice to Proceed, and to continue diligently in strict conformance with Contract Documents and without interruption, and to complete the construction thereof within **25 Working Days** after the date specified in the Notice to Proceed.
7. Time is of the essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the City will sustain by reason of any delay in the performance of this Contract. It is, therefore, agreed that Contractor will pay as liquidated damages to the City the following sum of **\$500.00 per Calendar Day**, for each and every Calendar Days delay in finishing the Work in excess of the number of Working Days prescribed above. If liquidated damages are not paid, as assessed by the City, the City may deduct the amount thereof from any money due or that may become due the Contractor under this Contract in addition to any other remedy available to City. By executing this Contract, Contractor agrees that the amount of liquidated damages is reasonable and shall not constitute a penalty.
8. In accordance with State of California Senate Bill No. 854, Contractor will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its Subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.
9. Contractor will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the office of the City Clerk of the City of Poway. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.
10. Contractor shall be subject to the penalties in accordance with Labor Code of § 1775 for each worker paid (either by Contractor or by any subcontractors under Contractor) less than the prevailing rate described above on the work provided for in this Contract.
11. Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each

calendar week by each worker employed by them in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

12. Contractor will comply with the provisions of Labor Code § 1777.5 pertaining to the employment of apprentices to the extent applicable to this Contract.
13. Contractor, by executing this Contract, hereby certifies:

“I am aware of and will comply with the Labor Code § 3700 by securing payment for and maintaining in full force and effect for the duration of the contract, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of the Contract. The City, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.”

Contractor further agrees to require all subcontractors to carry Workers’ Compensation Insurance as required by the Labor Code of the State of California.

14. Contractor shall, concurrent with the execution of this Contract, furnish two bonds approved by the City, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the work (“Performance Bond”), and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished (“Payment Bond”). This Contract shall not become effective until such bonds are supplied to and approved by the City.
15.
 - a. Contractor shall procure and maintain at its own expense, until completion of performance, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.
 - b. Contractor shall further procure and maintain at its own expense, until completion of performance, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, covering any vehicle utilized by Contractor or its officers, employees,

servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Contractor shall further procure and maintain at its expense, until completion of performance, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City. This provision shall not apply if Contractor has no employees performing work under this Agreement. Contractor agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved with the Project to do the same.

Worker's Compensation Insurance:

- Contractor has no employees and is exempt from workers' compensation requirements.
- Contractor carries workers' compensation insurance for all employees.

d. All policies required by this section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and, except for worker's compensation coverage, name as additional insureds the parties to this Agreement. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City, and/or its officers, employees, servants,

volunteers, agents and independent contractors, that result from such failure by Contractor.

16.
 - a. Contractor shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times until completion of performance and acceptance by the City.
 - b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the commercial general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the City, and its officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.
 - c. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City, and its officers, employees, servants, volunteers, agents and independent contractors.
 - d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled in coverage or limits (except by paid claims) unless the insurer has provided the City with 30 days prior written notice of cancellation. Contractor agrees to provide the City with 30 days written notice prior to any non-renewal or reduction in coverage or limits.
 - e. All insurance policies required to be provided by Contractor or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the City, and its officers, employees, servants, volunteers, agents and independent contractors.
17.
 - a. Contractor shall defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith) to the extent actually caused by the negligence of Contractor, Contractor's employees, subcontractors or independent contractors except for any such claim arising out of the negligence or willful misconduct of the City, or its officers, agents, employees or volunteers.
 - b. The City does not, and shall not, waive any rights that it may have against Contractor under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

18. Any amendments to any of the Contract Documents, including but not limited to Contract Change Orders, must be in writing executed by the Contractor and the City. Any time an approval, time extension, or consent of the City is required under the Contract Documents, such approval, extension, or consent must be in writing in order to be effective.
19. The Contract Documents contain all of the agreements and understandings of the parties and all previous understandings, negotiations, and contracts are integrated into and superseded by this Contract.
20. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
21. The persons executing this Contract on behalf of the parties hereto warrant that they are duly authorized to execute this Contract on behalf of said parties and that, by so executing this Contract, the parties hereto are formally bound to the provisions of this Contract.
22. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
23. In performing its obligations and duties under this Contract, each party shall comply with all applicable local, state, and federal laws, regulations, rules, standards and ordinances.
24. This Contract may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
25. After completion of the work contemplated by this Contract, Contractor shall file with the City Manager an affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice that has been filed under the provision of the laws of the State of California.
26. All work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including, without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the work. The Work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections.

Such final inspection shall be made within a reasonable time after completion of the work.

27. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to City.
28. Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4216.2.
29. Contractor shall submit its detailed plan for worker protection during the excavation of trenches required by the scope of the work in accordance with Labor Code Section 6705.
30.
 - a. Contractor shall, without disturbing the condition, notify City, in writing, as soon as Contractor, or any of Contractor's subcontractors, agents, or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 - i. The presence of any material that Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 - ii. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or
 - iii. Unknown physical conditions at the site of any unusual nature, different materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - b. Pending a determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
 - c. City shall promptly investigate the reported conditions. If City, through and in the exercise of its sole discretion, determines that the conditions do materially differ or do involve hazardous waste, and will cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a change order.
 - d. In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the parties.
31. This Contract is to be governed by the laws of the State of California.

32. All work shall be guaranteed for a period of one (1) year from the date of acceptance by the City. Contractor shall promptly make all needed repairs arising out of defective materials, workmanship, and equipment.

City is hereby authorized to make such repairs if within ten (10) days after giving written notice to Contractor, or its agent, Contractor should fail to make or undertake with due diligence the aforesaid repairs; provided, however, that in case of an emergency, where, in the opinion of City, delay would cause serious loss or damage, repairs may be made without notice being sent to Contractor, and Contractor shall pay the costs thereof.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the said Contractor and the City Manager, City Clerk and City Attorney have caused the names of said parties to be affixed hereto, the day and year first above written.

Contractor's Name:

Print Name of Construction Company

By: _____
Signature

Print Name

Contractor information:
Address for Notices and Payments

Telephone Number: _____

Email: _____

CITY OF POWAY
a Municipal Corporation

Chris Hazeltine, City Manager

ATTEST:

Carrie Gallagher, CMC, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Alan Fenstermacher, City Attorney

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SECTION 8

PUBLIC WORK
BOND FOR MATERIAL AND LABOR

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal and
_____, a

(Guaranty Company) (State)
Corporation, as Surety, is held and firmly bound unto the City of Poway in the sum of
_____ Dollars (\$_____), lawful money of the United
States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly
and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said Principal has been
awarded and is about to enter into a written Contract dated _____ 2023, with the City of
Poway for:

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

which is hereto attached, and to which reference is hereby made for all particulars, and is
required by said City to give this bond in connection with the execution of said Contract;

NOW THEREFORE, if said Principal as Contractor in said Contract, or his Subcontractors,
fails to pay for any materials, provisions, 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 for amounts due under the Unemployment Insurance Act with respect to such work
or labor, said surety will pay the same in the amount not exceeding the sum set forth
above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be
fixed by the court. This bond shall insure to the benefit of any and all persons, companies,
and corporations entitled to file claims under and by virtue of the provisions of Chapter II of
Title 4 or Part 3 of the Code of Civil Procedure of the State of California.

WITNESS our hands this _____ day of _____, 2023.

Principal

Attach acknowledgment. By: _____
Principal

Guaranty Company

Attach acknowledgment. By: _____
Guaranty's Attorney-in-Fact

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Note: Letter must be submitted on bank letterhead with resolution or other documentation identifying signature as bank officer authorized to sign on behalf of bank.

LETTER OF CREDIT SECURING
PAYMENT OF MATERIALS AND LABOR

City of Poway
13325 Civic Center Drive
Poway, CA 92064

Subject: Irrevocable Letter of Credit No. _____

This Letter of Credit is given to secure the payment of labor and materials of

_____ hereinafter referred to as "Principal," dated _____ 2023 for: **FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK**, in accordance with the Plans and Specifications and Notice Inviting Bids therefore. The amount of this Letter of Credit is one hundred percent (100%) of the amount of the bid. If said bid is accepted and the Contract awarded to the Principal, said Principal shall enter into the Contract as required by law. If Principal does not do so, the City of Poway, hereinafter "City", may draw upon this Letter of Credit as hereinafter provided.

As required by said Notice Inviting Bids and Plans and Specifications, and for that purpose only, we hereby establish in favor of City and for the account of Principal our Irrevocable Letter of Credit No. _____ in the amount of _____ U. S. Dollars (\$ _____) to be paid by drafts at sight on us if accompanied by the following documents:

City's written statement (signed by the City Engineer, City Manager, or City Attorney) certifying that there has been failure of the Principal to perform the above agreement. Said statement shall declare the amount of the sight draft on us and that the amount of this draft is, therefore, now due and payable.

IT IS AGREED that the above funds are guaranteed for payment and said funds shall become trust funds for the purposes set forth herein.

All drafts under this Letter of Credit shall be marked:

Name of Bank

Address

Irrevocable Letter of Credit No. _____

We expressly agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall meet with due honor upon presentation. Further, that all drafts shall be delivered to the City in accordance with Cal. Comm. Code Section 5112.

Dated: _____

By: _____
Authorizing Agent or Representative

APPROVED AS TO FORM:

City Attorney

SECTION 8
PUBLIC WORK
BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and
_____, a

(Guaranty Corporation) (State)
Corporation, as Surety, are held firmly bound unto the City of Poway in the sum of
_____ Dollars (\$_____), lawful money of the United States, for the
payment of which sum, well and truly to be made, we bind ourselves, jointly and severally,
firmly by these presents.

The condition of the foregoing obligation is such that whereas said Principal has been
awarded and is about to enter into a written Contract dated_____, 2023, with the City
of Poway for: **FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK** and is
required by said City to give this bond in connection with the execution of said Contract. In
case suit is brought by the City to successfully enforce the terms of this Bond, the City shall
be awarded its reasonable attorney fees and costs, including expert costs.

NOW, THEREFORE, if the said Principal shall well and truly do and perform all of the
covenants and obligations of said Contract on his part to be done and performed at the
times and in the manner specified therein, then this obligation shall be null and void,
otherwise it shall be and remain in full force and effect.

WITNESS our hands this ____ day of _____, 2023.

Principal

Attach acknowledgment.

By: _____
Principal

Guaranty Company

Attach acknowledgment.

By: _____
Guaranty's Attorney-in-Fact

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Note: Letter must be submitted on bank letterhead with resolution or other documentation identifying signature as bank officer authorized to sign on behalf of bank.

LETTER OF CREDIT SECURING CONTRACT EXECUTION

City of Poway
13325 Civic Center Drive
Poway, CA 92064

Subject: Irrevocable Letter of Credit No. _____

This Letter of Credit is given to secure the faithful performance of _____, hereinafter referred to as "Principal," dated _____, 2023 for: **FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK** in accordance with the Plans and Specifications and Notice Inviting Bids therefore. The amount of this Letter of Credit is one hundred percent (100%) of the amount of the bid. If said bid is accepted and the Contract awarded to the Principal, said Principal shall enter into the Contract as required by law. If Principal does not do so, the City of Poway, hereinafter "City", may draw upon this Letter of Credit as hereinafter provided.

As required by said Notice Inviting Bids and Plans and Specifications, and for that purpose only, we hereby establish in favor of the City and for the account of Principal our Irrevocable Letter of Credit No. _____ in the amount of _____ U. S. Dollars (\$ _____), to be paid by drafts at sight on us if accompanied by the following documents:

City's written statement (signed by the City Engineer, City Manager, or City Attorney) certifying that there has been failure of the Principal to perform the above agreement. Said statement shall declare the amount of the sight draft on us and that the amount of this draft is, therefore, now due and payable.

IT IS AGREED that the above funds are guaranteed for payment and said funds shall become trust funds for the purposes set forth herein.

City of Poway
Contract Execution Letter of Credit
Page 2

All drafts under this Letter of Credit shall be marked:

Name of Bank

Address

Irrevocable Letter of Credit No. _____

We expressly agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall meet with due honor upon presentation. Further, that all drafts shall be delivered to the City in accordance with Cal. Comm. Code Section 5112.

Dated: _____

By: _____
Authorizing Agent or Representative

APPROVED AS TO FORM:

City Attorney

Contract Execution Letter of Credit - Page 2 of 2

SECTION 8

GUARANTY

To the City of Poway, for:

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

The undersigned guarantees the construction and installation of the work included in this project:

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within 12 months from the date of filing the Notice of Acceptance by the Secretary, the undersigned agrees to reimburse the City upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all cost and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Contractor

Date

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SECTION 8

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Poway prior to performing any work on the Contract:

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

Contractor

By:

Title

Date

Section 3700 of the State Labor Code reads in part as follows:

"Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

****TO BE SUBMITTED WITH EXECUTED CONTRACT****

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SECTION 9
PROPOSAL
TO THE CITY OF POWAY
POWAY, CALIFORNIA

BACKGROUND INFORMATION

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

NAME OF BIDDER: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
☐ Sole Prop.

Contact Person: _____

Business Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

Place of Residence: _____

The work to be done and referred to herein is in the City of Poway, San Diego County, California, and shall be performed in accordance with these Special Provisions.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as Principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and they propose, and agree if this proposal is accepted, that they will Contract with the City of Poway, in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as set forth therein.

Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the Contract will be the sum of the totals for each item of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the Bidder for that item of work. Bidder shall be compensated only for items of work satisfactorily completed. It is agreed that the unit prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the numbers of a bid amount and the words stating that amount, the words shall govern over the numbers. In the case of a discrepancy between unit prices and extended amounts, the unit prices shall govern over extended amounts.

The bidder certifies that all representations set forth in this proposal including without limitation the Plans, Specifications, Contract and proposal documents are made under penalty of perjury and are true and correct.

Dated _____, 20__ Bidder _____
Signature

By: _____
Name

Title _____

Phone No. _____

Bidder's Address:

Bidder's Email Address:

(Corporate Seal)

Names and Addresses of all members
of the firm or names of all officers of the
corporation:

Corporation organized under the laws of
the State of _____

Contractor's License No. _____

Classification: _____

Expiration Date: _____

California Department of Industrial
Relations' Public Works Contractor
Registration Number:

Surety or Sureties:

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PART I. CONTRACTOR LICENSING AND INSURANCE INFORMATION

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.

☐ Yes ☐ No

2. Contractor has a general liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; and an automobile liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and aggregate.

☐ Yes ☐ No

3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees

4. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

If yes, provide an explanation: _____

5. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

If yes, provide an explanation: _____

6. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment: _____

7. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

If yes, provide an explanation: _____

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

Part II of the Background Information can be left blank for any project where the Contractor's Total Amount of Bid, as listed on the Bid Schedule, is less than \$500,000.

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
1b. Under the laws of what state: _____
1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years. **NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.**

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
1b. Under the laws of what state: _____
1c. Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years. **NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years. **NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years? **NOTE: A corporation whose shares are publicly traded is not required to answer this question.**

☐ Yes ☐ No If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm? **NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**

☐ Yes ☐ No If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms? **NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.**

☐ Yes ☐ No If "yes," explain on a separate signed page.

5. Reserved

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☐ No If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license numbers in the past five years?

☐ Yes ☐ No If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No If "yes," please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? **NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.**

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner.

17. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the City of Poway.

37. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? **NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.**

☐ Yes ☐ No

If "yes," provide the date(s) of such findings and attach copies of the Department's final decision(s).

PART III.

PREVIOUS EXPERIENCE.

39. Please list the three most recent projects (if applicable) your firm has successfully completed as prime contractor for a competitively bid project for a California Public Agency, or Federal Agency within the state of California:

Project One

Job Order Contract Name: _____

Completion Date: _____

Owner: _____

Owner Contact (name, current phone number(s) and email address):

Name: _____

Office: _____ Cell Phone: _____

Email address: _____

Owner's Construction Manager (name, current phone number(s) and email address):

Name: _____

Office: _____

Cell Phone: _____ Email address: _____

Total Value of Construction (including supplemental job orders): _____

Time Extensions Granted (number of days): _____

Project Two

Job Order Contract Name: _____

Completion Date: _____

Owner: _____

Owner Contact (name, current phone number(s) and email address):

Name: _____

Office: _____

Cell Phone: _____ Email address: _____

Owner's Construction Manager (name, current phone number(s) and email address):

Name: _____

Office: _____

Cell Phone: _____

Email address: _____

Total Value of Construction (including supplemental job orders): _____

Time Extensions Granted (number of days): _____

Project Three

Job Order Contract Name: _____

Completion Date: _____

Owner: _____

Owner Contact (name, current phone number(s) and email address):

Name: _____

Office: _____

Cell Phone: _____ Email address: _____

Owner's Construction Manager (name, current phone number(s) and email address):

Name: _____

Office: _____

Cell Phone: _____ Email address: _____

Total Value of Construction (including supplemental job orders): _____

Time Extensions Granted (number of days): _____

40. For all projects where your firm has been selected as a contractor for a competitively bid project for a California Public Agency, or Federal Agency within the state of California, have you ever not completed the project?

If Yes, please provide an explanation:

41. List the total number of projects where your firm has been selected as a prime or general contractor for a competitively bid project for a California Public Agency, or Federal Agency, where you successfully completed the Project

Total Number: _____

Identity of Owners:

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated:

(Signature)

(Name)

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**ADDITIONAL EXPLANATION PAGE
(INCLUDE AS MANY COPIES AS NECESSARY)**

If "yes" was checked on questions in the BACKGROUND INFORMATION additional explanation is required. A signed copy of this form shall be provided in response to each question.

QUESTION #: _____

EXPLANATION: _____

Dated: _____

(Signature)

(Name)

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SECTION 9

PROPOSAL TO THE CITY OF POWAY BID SCHEDULE

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

Item No.	Description	Unit	Quantity	Unit Price	Total
1.	Mobilization	LS	1	\$_____	\$_____
2.	Traffic Control	LS	1	\$_____	\$_____
3.	NPDES BMPs	LS	1	\$_____	\$_____
4.	Pathway Clearing and Grubbing	LS	1	\$_____	\$_____
5.	Restroom Demolition	LS	1	\$_____	\$_____
6.	Tennis Court PCC Entry and Pathway	SF	850	\$_____	\$_____
7.	Tennis Court Slump Block Retaining Wall	SF	180	\$_____	\$_____
8.	Tennis Court Seat Wall	LF	25	\$_____	\$_____
9.	Tennis Court Type C Pedestrian Ramp	EA	1	\$_____	\$_____
10.	Tennis Court Wood Mulch	CY	70	\$_____	\$_____
11.	Tennis Court Parking Lot Seal Coat	SF	900	\$_____	\$_____
12.	Tennis Court Parking Lot Striping	LS	1	\$_____	\$_____
13.	Tennis Court Irrigation Modification	LS	1	\$_____	\$_____
14.	Tennis Court Landscape Restoration	LS	1	\$_____	\$_____

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15.	Restroom Lavatories	EA	4	\$ _____	\$ _____
16.	Restroom Urinals	EA	2	\$ _____	\$ _____
17.	Restroom Toilets	EA	6	\$ _____	\$ _____
18.	Restroom Partitions	LS	1	\$ _____	\$ _____
19.	Restroom Rolling Gate	LS	1	\$ _____	\$ _____
20.	Restroom PCC Floor and Floor Drains	SF	400	\$ _____	\$ _____
21.	Restroom Hand Dryers	EA	2	\$ _____	\$ _____
22.	Restroom Grab Bars and Fixtures	LS	1	\$ _____	\$ _____
23.	Urethane Wall and Floor Coating	SF	1,790	\$ _____	\$ _____

TOTAL AMOUNT OF BID IN FIGURES: \$ _____

TOTAL AMOUNT OF BID IN WORDS: _____

_____ DOLLARS

AND _____ CENTS

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SECTION 9
LIST OF SUBCONTRACTORS

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

The Bidder (_____) is required to furnish the following information relative to the subcontractors, suppliers, and self performance. A listed subcontractor shall perform all of the type work indicated, including all labor, materials, and equipment. If the prime Contractor is providing equipment or materials for subcontractors, it must be noted in the space below for suppliers. Per Standard Specifications for Public Works Construction, Section 3-2 Self Performance: "The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price."

If all work is to be done without subcontractors, write "none" in the following space: _____

Dollar Value of Subcontractor	Name under which Subcontractor is Licensed	1) License No. 2) Classification No. 3) State of CA Registration No.	Address of Office, Mill or Shop and Telephone Number and Email Address	Type of Work Subcontractor Will Do
		1)		
		2)		
		3)		
		1)		
		2)		
		3)		
		1)		
		2)		
		3)		

SUPPLIERS: (This information will not be used to determine the lowest responsible bidder.)

<u>Name of Supplier</u>	<u>Address & Telephone No.</u>	<u>Type of Material</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Use additional copies of this form as needed to show all subcontractors and suppliers.)

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SECTION 9
WORKER CLASSIFICATIONS

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

As part of the award of the bid, workers classifications will be uploaded to the California State Department of Industrial Relations per Labor Code Section 1773.3 Form PWC-100.

Check all worker classifications that apply to your COMPANY and SUBCONTRACTORS you will be using for this project: This information must be included AS PART OF THE BIDDER'S RESPONSE.

ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
CARPET/LINOLEUM		CEMENT MASONS		DRYWALLFINISHER		DRYWALL/LATHERS
ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
SHEET METAL		SOUND/COMM		SURVEYORS		TEAMSTER
TILE WORKERS						

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SECTION 9
PROPOSAL TO THE CITY OF POWAY
BID SECURITY BOND OR CHECK

(See Section 5, Paragraph 5-3, "Bid Security")

☐ A *certified check, properly made payable to the City of Poway, for _____ dollars (\$ _____); or

☐ A *bond in favor of the City for _____ dollars (\$ _____); which amount is not less than ten percent (10%) of the total amount of the bid, is attached hereto.

The undersigned further agrees that in case of default in executing the required Contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the Contract is ready for signature, the proceeds of the check or bond accompanying this bid shall become the property of the City of Poway.

Licensed in accordance with an act providing for registration of Contractors,

License No. _____.

SIGNATURE OF BIDDER: _____

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

**Strike out inapplicable phrase.*

Business Address

DATED: _____, 20__ OR

NAME OF CORPORATION: _____

By: _____
(Signature of President of Corp.)

DATED: _____, 20__ By: _____
(Signature of Secretary of Corp.)

Business Address _____

Corporation organized under the laws of the State of _____

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Note: Bidder must use this Form

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal and

(Guaranty Company)
a _____ Corporation,
(State)

as Surety, our respective heirs, executors, administrators, successors and assigns, are held and firmly bound unto the City of Poway, a municipal corporation, as Obligee, in the sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit the Obligee the accompanying bid for the

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

in accordance with the plans and specifications filed in the office of the Obligee and under the notice inviting proposals therefore.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified in the bid documents, or, if no period is specified, for sixty (60) days (Sundays and legal holidays excepted) after award of the contract for the project; or if the principal does not attempt to withdraw the bid when the requirements of Public Contract Code section 5101 et seq. are not met; or if the Principal is awarded the contract and shall within the period specified therefore, or if no period is specified, within ten (10) days (Sundays and legal holidays excepted) after award of the contract, enters into a written contract with the Obligee, in accordance with the bid as accepted, and gives such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used in the performance of the contract and the required insurance documentation, then the above obligation shall be void and of no further effect; otherwise the above obligation shall remain in full force and effect, and the amount of this bond shall be declared to be forfeited to such Obligee City of Poway as liquidated damages, it being agreed that said Obligee will suffer damages as a result of such failure, neglect or refusal of the said Principal and that such damages are and will continue to be impracticable and extremely difficult to determine.

In the event that suit or other proceeding is brought upon this bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including, without limitation, attorneys' fees and costs.

WITNESS our hands this _____ day of _____, 20__.

Principal

Principal

Guaranty Company

By: _____
Guaranty's Attorney-in-Fact

Attach acknowledgment

Note: Letter must be submitted on bank letterhead with resolution or other documentation identifying signature as bank officer authorized to sign on behalf of bank.

LETTER OF CREDIT SECURING BID

City of Poway
13325 Civic Center Drive
Poway, CA 92064

Subject: Irrevocable Letter of Credit No. _____

This Letter of Credit is given to secure the bid of _____ hereinafter referred to as "Principal," dated _____, 20__ for **FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK** in accordance with the Specifications and Notice Inviting Bids therefore. The amount of this Letter of Credit is ten percent (10%) of the amount of the bid. If said bid is accepted and the Contract awarded to the Principal, said Principal shall enter into the Contract as required by law. If Principal does not do so, the City of Poway, hereinafter "City" may draw upon this Letter of Credit as hereinafter provided.

As required by said Notice Inviting Bids and Specifications, and for that purpose only, we hereby establish in favor of City and for the account of Principal our Irrevocable Letter of Credit No. _____ in the amount of _____ U.S. Dollars (\$_____), to be paid by drafts at sight on us if accompanied by the following documents:

City's written statement (signed by the City Engineer, City Manager, or City Attorney) certifying that there has been failure of the Principal to perform the above agreement. Said statement shall declare the amount of the sight draft on us and that the amount of this draft is, therefore, now due and payable.

IT IS AGREED that the above funds are guaranteed for payment and said funds shall become trust funds for the purposes set forth herein.

All drafts under this Letter of Credit shall be marked:

Name of Bank

Address

Irrevocable Letter of Credit No. _____

We expressly agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall meet with due honor upon presentation. Further, that all drafts shall be delivered to the City in accordance with Cal. Comm. Code Section 5112.

Dated: _____

By: _____
Authorizing Agent or Representative

APPROVED AS TO FORM:

City Attorney

SECTION 9

NON-COLLUSION AFFIDAVIT

To the City of Poway, Poway, California:

The undersigned, in submitting a bid for performing the following work by Contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract, for:

FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn before me this _____ day of _____ 2023

Notary Public in and for the County of

_____, State of California.

My Commission expires_____.

(This affidavit shall be executed by the successful bidder in accordance with instructions in the Federal Requirements, but bidder may execute the affidavit on this page at the time of submitting bid.)

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EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and

Title: _____

Address and Zip

Code: _____

Project

Name: _____

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

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

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. 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 awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. 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 awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a

“responsible bidder” as to future contracts for which such Contractor may submit bids, for revoking the Contractor’s pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to

hire.

- d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.
 - (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes () No () (If answer is yes, identify the most recent contract) _____

2. Compliance reports were required to be filed in connection with such contract or

subcontract.

Yes () No () (If answer is yes, identify the most recent contract) _____

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes () No () None Required ()

4. If answer to item 3 is "No", please explain in detail on reverse side of this certification.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

COMPANY NAME/LEGAL NAME

(SIGNATURE OF BIDDER)

BY: _____

DATE: _____

TITLE: _____

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SECTION 3 – FORM A
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 BIDDER'S CERTIFICATION

Name of Company: _____

Address: _____

Project Title: _____ Number: _____

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer: _____

Title of Officer: _____

Date: _____

SECTION 3 – FORM B
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

To be completed by contractors during the bidding process

1. Contractor Name and Address:	2. County Contract No.:	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone (include area code):
	6. Reporting Period:	7. Date Report Submitted:
8. Project Name:	9. HUD No. (HCDS use):	
10. Person Completing Form (if different from item 4 above):	11. Phone (if different from item 5 above):	12. Email:

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List)				
Trade:				
Trade:				
Trade:				
Trade:				
Trade:				
Other (List)				

***Section 3 Resident:** Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

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SECTION 10

WAGE RATES AND LABOR CODE REQUIREMENTS

10-1 Wage Rates - The City of Poway has obtained from the Director of the California Department of Industrial Relations a determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which said work is to be performed for each craft, classification, or type of worker needed. Not less than the determined rates shall be paid to all workers employed in the performance of the Contract, pursuant to sections 1770, 1773, and 1773.2 of the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and can be found on the website at: <http://www.dir.ca.gov/dlsr/>.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code, excerpt copies of which are appended to the Specifications. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Prevailing wage should include the following indemnification provision for the Contractor's failure to pay prevailing wage:

Whenever the Contractor or any subcontractor performing a public works project is found by the Department of Industrial Relations (DIR) or the City to be in violation of the prevailing wage requirements imposed by law, the Contractor shall indemnify and hold City harmless from any and all liability arising from such violation, including any and all liability imposed on the City. The Contractor's duty to indemnify the City pursuant to this section shall include any and all costs and expenses incurred by the City therefrom, including, but not limited to, any penalties imposed on the City by DIR or any other state agency and reasonable attorney's fees. Nothing in this section shall be construed to limit, alter, or amend the Contractor's duty to indemnify under any other provisions of the Contract documents.

10-2 Apprentices - Section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

10-3 Clayton Act and Cartwright Act - Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services, or materials, the Contractor or subcontractor offers and agrees to assign to the City 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professional Code, arising from purchase of goods, services, or materials pursuant to the Contract or subcontract. This assignment shall become effective when the City tenders final payment to the Contractor without further acknowledgment by the parties.

10-4 Worker's Compensation Certificates - Section 3700 of the State Labor Code requires that every employer shall secure the payment of compensation either by being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate, which is included within these Specifications, and submit same to City along with the other required Contract documents, prior to performing any work.

EXCERPTS FROM STATE OF CALIFORNIA LABOR CODE, applicable to this Contract:

1771.1.

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

1774. The Contractor to whom the Contract is awarded, and any subcontractor under the Contractor shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

1775.

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

- (2) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor, and the body awarding the Contract shall cause to be inserted in the Contract a stipulation that the provisions of this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for any penalties under subdivision (a) unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
 - (1) The Contract executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay their workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776.

- (a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the Contract, the Division of Labor Standards

Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for 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. The public shall not be given access to such records at the principal office of the Contractor.
- (c) 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.
- (d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.
- (e) 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.
- (f) The Contractor shall inform the body awarding the Contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) The Contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). 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 state or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25) 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.
- (h) The body awarding the Contract shall cause to be inserted in the Contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime Contractor.
- (i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Sec. 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798) Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777. Any officer, agent, or representative of the State or of any political subdivision who willfully violates any provision of this article, and any Contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of Section 1776 is guilty of a misdemeanor.

1777.5

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages of apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he is registered.
- (c) Only apprentices as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing at Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.
- (d) When the Contractor to whom the Contract is awarded by the state or any political subdivision, in performing any of the work under the Contract, employs workers in any apprenticeable craft or trade, the Contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the Contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor, shall arrange for the dispatch of apprentices to the Contractor. A Contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "Contractor" includes any subcontractor under a Contractor who performs any public works not excluded by subdivision (o).
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the Contractor agrees to be bound by those standards, but except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (i) A Contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (k) An apprenticeship program has the discretion to grant to a participating Contractor or subcontractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A Contractor to whom a Contract is awarded, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A Contractor may take as a credit for payments to the council any amounts paid by the Contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The Contractor may add the amount of the contributions in computing his or her bid for the Contract.
- (2) At the conclusion of the 2003-04 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which fund is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution

Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

- (n) The body awarding the Contract shall cause to be inserted in the Contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime Contractor.
- (o) This section does not apply to Contracts of general Contractors or to Contracts of specialty Contractors not bidding for work through a general or prime Contractor when the Contracts of general Contractors or those specialty Contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of the joint apprenticeship committee under this section are subject to Section 3081.

1777.6 It shall be unlawful for any employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the grounds of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

1777.7

- (a) (1) A Contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A Contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief, the awarding body shall withhold the amount of the civil penalty from Contract progress payments then due or to become due.
- (b) In the event a Contractor or subcontractor is determined by the Chief to have knowingly committed a serious violation of any provision of Section 1777.5, the Chief may also deny to the Contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.
- (c) (1) An affected Contractor, subcontractor, or responsible officer may obtain a review of the determination of the Chief imposing the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the determination of debarment or civil penalty. If the Administrator does not receive a timely request for review of the determination of debarment or civil penalty made by the Chief, the order of debarment shall become the final order of the Administrator.

- (e) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- (g) The interpretation and enforcement of Sections 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

SECTION 11

CONSTRUCTION DETAILS AND MATERIALS

11-1 DESCRIPTION OF WORK - The **FY 2022-23 ADA BARRIER REMOVAL - COMMUNITY PARK** project consists of Americans with Disabilities (ADA) upgrades at Community Park to an existing restroom and construction of a new ADA pathway and parking space near the tennis courts.

11-2 SCHEDULE DELAYS - If there is any delay in the Contractor's activity, the Contractor shall clean the site of all construction debris and prepare the site to remain undisturbed until such time as they shall return to complete the Contract work prior to quitting the site. If rain is expected which could damage work already performed or which could present a hazard to surrounding improvements, it shall be the Contractor's responsibility to protect and/or repair such improvements from erosion, siltation or other damage to all agency requirements (BMPs) at no additional cost. The Contractor will be responsible for all monetary assessed fines by outside agencies.

11-3 FLOW AND ACCEPTANCE OF WATER - It is anticipated that storm, surface, or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledge that they have investigated the risk arising from such waters and has prepared their bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

11-3.1 Erosion Control - Delete Section 3-12.6 of the Standard Specifications for Public Works Construction, 2021 Edition, and replace with the following:

- a. The Contractor shall comply with all Federal, State, and City standards, orders and requirements. The following are definitions to terms used in this section:

Best Management Practice (BMP) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants directly or indirectly to waters of the United States. Best Management Practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, or waste disposal, and drainage from raw materials storage.

Clean Water Act (CWA): The Federal Water Pollution Control Act entered in 1972 by Public Law 92-500 and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to waters of the United States unless said discharge is in accordance with an NPDES Permit. The 1987 amendments include guidelines for regulating municipal, industrial, and construction storm water discharges under the NPDES program.

Maximum Extent Practicable (MEP) means the technology-based standard established by Congress in the Clean Water Act 402(p)(3)(B)(iii) that municipal discharges of storm water must meet. MEP generally emphasizes pollution prevention and source control BMPs primarily in combination with treatment methods serving as a backup.

National Pollutant Discharge Elimination System (NPDES) Permit means a permit issued by the San Diego Regional Water Quality Control Board (Region 9) or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to water of the United States.

Storm Water Management (SWM): The recognition of adverse drainage resulting from altered runoff and the solutions resulting to mitigate, abate, or reverse those adverse results.

Storm Water Pollution Prevention Plan (SWPPP) means a document which describes the BMPs to be implemented by the Contractor to eliminate or reduce to the MEP pollutant discharges to the Storm Water Conveyance System.

Water Pollution Control Site Management Program (WPCSMP) means a document that delineates the position of all BMPs that are referred to in the Specifications.

b. At a minimum, the Contractor shall be required to do the following:

1. The Contractor shall designate a qualified person who is trained and competent in the use of BMPs and shall be on site daily and inspect and document the condition of all BMPs. In the event that the first designate is absent, a secondary person shall be designated in writing at the pre-construction meeting.

This person shall implement the conditions of the WPCSMP, Contract documents and local ordinances with respect to erosion, sediment, and pollutant, BMP control, and other waste management regulations.

This person is responsible for monitoring the weather and implementation of any emergency plans (developed by Contractor) as needed. The weather shall be monitored (use National Weather Forecast <http://www.wrh.noaa.gov/sandiego/index.shtml>) on a 48-hour forecast plan and a full BMP protection plan shall be activated when there is a 50% chance of rain.

This person is responsible for overseeing all site grading, site operations, and evaluating the effectiveness of the BMPs. This person shall modify the BMPs as necessary to keep the dynamics of the site in compliance.

2. Educate all subcontractors and employees about storm water pollution and mitigation measures needed during various construction activities to prevent the impact of construction discharges. Education requirements shall be in accordance with Section E.7 of the San Diego Regional Water Quality Control Board (SDRWQCB) Order No. R9-2013-0001 (page 109), dated May 8, 2013, plus all subsequent revisions. The Contractor shall ensure that all personnel are trained in basic urban runoff management. A log of the attendees and the educational materials shall be submitted with each progress pay.

3. Protect all new and existing storm water conveyance system and structures from sedimentation and concrete rinse, or other construction related debris/trash and discharges.
 4. Within the Contractor developed WPCSMP show where concrete wash out, vehicle maintenance, staging, and storage areas will be located along with other BMPs as related to the project.
 5. Inspect and record monthly all pollutant control measures installed to mitigate construction activities. The Contractor shall include in his WPCSMP documents a statement that these pollutant control measures were inspected for the duration of the project and submitted with each progress payment submitted to the Project Engineer.
 6. All pollutant control measures shall be maintained daily to original installation conditions as described in BMPs before and after every rain event and every 24 hours during any prolonged rain event. The Contractor shall immediately repair ineffective pollutant control measures.
 7. If an unmitigated non-storm drain water discharge leaves the project site, the Contractor shall immediately stop the activity causing the discharge and mitigate the discharge. The Contractor shall also immediately notify the Project Inspector of the discharge. As soon as practical, any and all waste material, sediment, and debris from each unattended discharge shall be removed from the drainage system by the Contractor.
- c. Approved erosion control devices are required to control surface drainage. The Contractor is required to provide erosion control devices to effectively control erosion. Erosion and sediment control measures shall meet the requirements of the State General Construction Permit for National Pollutant Discharge Elimination.
 - d. The Contractor shall provide the City with emergency 24-hour telephone number(s) of responsible Contractor personnel and details of protective measures, including desilting basins or other temporary drainage and/or control measures to be implemented to protect the site from polluting adjacent drainages.
 - e. The Contractor shall familiarize themselves with the requirements of the City of Poway's Storm Water Ordinance Chapter 13.09 and the amendments to the City of Poway's Grading Ordinance Chapters 16.40–16.56 and 16.100–16.105 and the City's JURMP BMP Manual.
 - f. Remove all silt and debris from check berms and desilting basins after a rainstorm and as needed to assure proper operation.
 - g. The Contractor is advised that, based upon actual site conditions, other work devices, controls, and/or revisions to the erosion control plan/ program may be required by the Project Inspector, at no cost to owner, to satisfy requirements of this article.

- h. Maintenance is to include silt removal, repair, and replacement of the BMPs as necessary for the duration of the project.
- i. The Contractor is responsible to monitor and maintain all erosion control items before, during, and after any rain event. Failure to do so will result in the City of Poway contracting with others to complete the work necessary to comply with the requirements of the most recently adopted City of Poway's Jurisdictional Runoff Management Program. All costs associated, including overhead, will be deducted from the monies due to the Contractor.
- j. All work associated with the above-mentioned requirements as described under this Section shall be included in the various bid items if no specific bid item is provided in the bid schedule. No additional payment will be made.

11-3.2 Performance Standards - The City will evaluate the adequacy of the Contractor's site management for storm water pollution prevention, inclusive of BMP implementation on construction sites based on performance standards for storm water. Performance standards shall include:

- a. There shall be no observable discharge of sediment or other pollutants in the runoff waters discharging from the site.
- b. Slope erosion shall be managed and contained utilizing approved BMPs. If rills and gullies develop, damage, or cause a BMP to become ineffective, they must be repaired immediately and additional BMPs added to correct the source.
- c. Storm water runoff discharge from the Contractor's site is not directed so as to cause damage in downstream areas.
- d. Materials needed to install 125% of the design BMPs are to be on site to completely protect the exposed portions of the site from erosion, and to prevent sediment discharges.
- e. The Contractor shall be responsible for all costs incurred for sampling, testing, and cleanup of pollutants if deemed necessary by the City due to a discharge into the storm drain conveyance system.
- f. At any time of year, an inactive site must be fully protected from erosion and discharges of sediment. The site will be considered inactive if construction activities have ceased for a period of ten (10) or more consecutive calendar days.
- g. All work associated with the above-mentioned requirements as described under this Section shall be included in the various bid items if no specific bid item is provided in the bid schedule. No additional payment will be made.

11-3.3 Weather Triggered Action Plan

- a. The Contractor shall have an approved Weather-Triggered Action Plan (WTAP). The WTAP shall be kept on site and available at any time for inspection. The WTAP describes the intent of the Contractor for the purpose of protecting the construction site in the event of a predicted storm event (a predicted storm event is defined as a forecasted 50% or greater chance of rain). The Contractor shall have the ability to deploy standby BMPs as needed to completely protect the exposed portions of the site within 48 hours of prediction of a storm event. On request, the Contractor shall provide proof of this capability that is acceptable to the City.
- b. The Contractor shall complete the WTAP form and have it available for inspection at the pre-construction meeting.
- c. At any time when a 50% rain event has been forecasted, as indicated on the National Oceanic and Atmospheric Administration (NOAA) website, the Contractor shall complete or modify the WTAP and deliver it to the project inspector. Modifications to the WTAP must be made when the site conditions have changed beyond recognition of the original WTAP, or at the direction of the project inspector.
- d. The area that can be trenched, cleared, or graded and left exposed at one time is limited to the amount of acreage that the Contractor can adequately protect prior to a predicted storm event, with BMPs stored onsite.
- e. BMPs shall be installed to provide sufficient protection for the six-year storm event likely to occur during the rainy season.
- f. All work associated with the above-mentioned requirements as described under this Section shall be included in the various bid items if no specific bid item is provided in the bid schedule. No additional payment will be made.

11-4 REMOVAL OF WATER - The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all surface and subsurface water entering the excavations or other parts of the work to the satisfaction of the City Engineer. This may include, but not be limited to, coffer dams, well points, piping pumps, French drains, etc., as necessary to accomplish the above.

- a. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least (8) hours.
- b. Disposal of water from de-watering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the Poway Municipal Code, Title 16.
- c. The Contractor shall protect any aggregate base that has been placed from any waters; e.g. rain, drainage, etc. If the aggregate base becomes moistened by water in excess of 4% above optimum moisture content, or to the point that the moisture

content is high enough to cause the base material to yield during a loaded 4000-gallon water truck yield test, the Contractor shall replace the wet aggregate base as directed by the Engineer with dry aggregate base at no cost to the City. Cost for protection of the placed aggregate base, including labor, replacement, and associated materials, shall be included in the bid item for the related items of work and no additional compensation will be made thereto.

- d. Full compensation for de-watering shall be considered as included in the Contract prices paid for the related items of work, and no additional compensation will be allowed.

11-5 PERMITS AND FEES - The Contractor shall obtain and pay for any construction permit (e.g. Tree Removal Permit, Temporary Use Permit, etc.), or license fees required to perform the work. The cost of such construction permit (e.g. Tree Removal Permit, Temporary Use Permit, etc.), or license fees shall be considered as included in the various applicable items of work, and no additional allowance will be made therefore. The City will issue a Right-of-Way Permit free of charge after receiving a completed Right-of-Way Permit application.

11-6 CERTIFICATES OF COMPLIANCE

- a. The Contractor shall submit Certificates of Compliance for all materials proposed for use on this project prior to the time of delivery. Certificates of Compliance will be required for each shipment of any materials to be used in the project. The Contractor shall deliver to the City certified copies of all test results required by these Specifications for those materials to be used (emulsified asphalt, mineral filler, aggregate, etc.) The test report shall indicate:

Name of the material supplier
Type and grade of material to be delivered
Date and point of delivery
Quantity to be delivered
Delivery ticket number
Purchase order number
Bid item association
Specification Section related to results of specified tests

- b. Test reports shall be signed by an authorized representative of the material testing agency and shall certify that the product delivered conforms to these Specifications. The Engineer reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- c. The Engineer may select three (3) samples of the materials shipped for conformance testing. Conformance testing shall be conducted at no cost to the Contractor, except if the material samples fail any of the tests. In this case, the Contractor shall bear the cost of the testing of those failed samples. **NO** material from that shipment shall be utilized or employed in performance of the work **UNTIL** certified test reports and samples of the material have been furnished to, checked

by and approved by the Engineer. The Contractor shall bear the cost of all supplementary conformance testing.

- 11-7 RECORD DRAWINGS - The Contractor shall provide and keep up to date a complete project record set of plans, which shall be corrected, and shall show every change from the original drawings and Specifications and the exact project record locations, sizes and kinds of material used.

These drawings shall also serve as work progress drawings and the Contractor shall make neat and legible annotations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and shall be kept in a location designated by the Engineer.

Before the date of final inspection, the Contractor shall transfer all information from the project record plans to (3) redlined sets of plans, procured from the Engineer.

All work shall be neat, in ink and subject to the satisfaction of the Engineer, and the drawings shall be completed and approved prior to final inspection of the project.

On the irrigation as-builts, the Contractor shall dimension to the nearest foot and (label) from two permanent points of reference (e.g. walls, rails, sidewalks, or road intersections, etc.) The location of the following items:

- 1) Connection to existing water lines / water meters (P.O.C.).
- 2) Backflow prevention device.
- 3) Irrigation controller and power source locations.
- 4) Routing of sprinkler pressure lines (dimension maximum 50' along routing).
- 5) Remote control valves, master control valves, shut off valves, manual globe valves and flow sensors.
- 6) Routing of low voltage control wire and flow sensor wire / conduit.
- 7) Pull boxes and wire splice locations.
- 8) Quick coupling valves.
- 9) Other related equipment as directed by the Engineer.

On or before the date of the final inspection, the Contractor shall deliver the corrected and completed plans to the Engineer. Delivery of the redlined plans will not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the plans.

11-8 SAMPLES

- a. The Engineer shall have the right to obtain samples of all such materials to be used in the work and to test such samples for the purpose of determining specification compliance.
- b. The Engineer reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Engineer shall also have the right to inspect sources of materials to be used in the work to determine acceptability of procedures used by the materials supplier.

- c. Should any test result indicate non-compliance with Contract Specifications, the expense of the remedial work, replacement, disposal, retesting, or other work required to achieve Contract compliance will be the responsibility of the Contractor. In the case of soil compaction or materials laboratory retesting due to failures, the Contractor is responsible for all costs associated with the retesting. In any case, the retesting expenses will be deducted from monies owed the Contractor at the time of payment. The Engineer reserves the right to select any standard test method of material testing.
- d. PAYMENT: Full compensation for all work involved in securing and providing certificates and/or samples shall be considered as included in the various other bid items in the Bid Schedule, and no separate compensation will be made thereof.

11-9 MOBILIZATION - Lump sum amount shall be provided by the Contractor in the Bid Schedule to cover the Contractor's Mobilization costs. The Contractor will be paid the amount bid in the Bid Schedule, and no additional payment will be made therefore. The Contractor will be paid for Mobilization upon completion of all items in Mobilization. Mobilization will include, but is not limited to:

1. Shop Drawings/Submittals.
2. Permit Application.
3. Business Certificate.
4. Time Schedule (Bar Chart) and revision to the schedule as required. The time schedule shall be submitted to the City during the preconstruction meeting.
5. Storage site (setup and removal).
6. Stockpile site (includes cleanup to the satisfaction of the City). Stockpile and/or storage sites require a Temporary Use Permit from the City, which the Contractor must obtain prior to start at no cost to the Contractor.
7. Construction water meter. The Contractor shall obtain a construction water meter from the Customer Services Department and shall pay for all water used.
8. Video documentation of the pre-construction site conditions. Video to be uploaded to VPM (Virtual Project Manager). Video documentation to be submitted to the City of Poway prior to the start of any work on the project. City of Poway approval of the video contents shall be received, in writing from the City, prior to the start of any onsite activities.
9. Demobilization and Site Restoration. The Contractor shall clean and remove all equipment and debris from the construction site upon project completion.

PROJECT MANAGEMENT DOCUMENTATION & ADMINISTRATION

The City and Contractor shall utilize Virtual Project Manager (<http://www.virtual-pm.com/>), hereinafter called VPM, for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the project. VPM is an electronic project management system accessible through the Internet used to create, share, and review construction management documentation. VPM is provided by the City at no cost to the Contractor. VPM will be made available to all Contractors' personnel, subcontractor personnel, suppliers, consultants, City, and any of the City's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of

contract documentation. VPM shall be the primary means of project information submission and management.

The City will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor personnel, including subcontractors and suppliers, as requested by Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on VPM shall be the responsibility of the Contractor.

Contractor shall provide a list of key VPM personnel for the City's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number, and email address. The City is responsible for adding and removing users from the system and establishing read, write, and approval permission levels.

The Contractor shall electronically submit the following items utilizing VPM:

1. Daily Logs: Contractor's daily reports.
2. Change Order Manager: Contractor requests for change order.
3. Transmittals: Schedules, Certified Payrolls (In addition, hard copies with wet signatures are required), etc.
4. Submittals: Submittals requiring approval.
5. RFIs: Requests for information (RFIs).
6. 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.

11-10 SITE INSPECTION - The Contractor shall be required to inspect the project sites prior to submitting a bid (in order to examine the existing conditions such as existing trees and fences adjoining the project site). Any portion of the project that is not described in complete detail in the Specifications, but can be clarified by the site inspection, shall not be considered unforeseen conditions and no additional compensation will be made thereto for extra work. It is the Contractor's responsibility to inspect the site and include any costs in the Bid Proposal for work that is not shown in complete detail in the Specifications prior to submitting a bid.

11-11 UTILITY RELOCATION - The Contractor shall examine the site carefully and note the location of existing water valves, cable T.V. boxes, underground utility cable, utility boxes, cleanouts, fire hydrants, traffic signs, and shrubbery in the area where the proposed improvements are to be constructed.

11-11.1 The Contractor is responsible for the following tasks:

1. The Contractor shall make arrangements with all non-City utilities for adjustments of existing boxes to new finish grades or do the adjusting himself

with the appropriate utility company's written approval. Close communication and coordination with utility companies is required to facilitate all relocations.

2. When the Plans call to "adjust to grade" any existing water valve, air release assembly, or blow-off assembly, the Contractor shall replace existing valve boxes with approved new valve boxes, new valve box covers, and new riser materials.

11-11.2 Compensation for utility coordination, relocation, protection, and/or adjustment shall be considered in other items of work, and no additional compensation will be allowed therefore, unless an item is specifically identified in the Bid Schedule.

11-11.3 The Contractor shall contact both the City Engineer and the following utility representatives for an update of the status of the utility work, for more details regarding their respective schedules and requirements, and arrange for their attendance at the preconstruction meeting:

<u>COMPANY</u>	<u>UTILITY</u>	<u>REPRESENTATIVE</u>	<u>PHONE</u>
SDG&E	City Liaison	Sarah Powers	(619) 676-5145
SDG&E	Elec Project Planner	Sarah Powers	(619) 676-5145
SDG&E	Gas	Robert Blackwell	(619) 572-7352
SDG&E	Street Lights	Madeleine Carrasco	(858) 654-1218
AT&T	Telephone	Mike Cascio	(619) 261-0775
Cox Cable	Construction Dispatch		(619) 266-6110
City of Poway	Traffic Signals	Jon Collins	(858) 668-4640
City of Poway	Water and Sewer	Troy DePriest	(858) 668-4750

11-12 UTILITIES - The location and existence of substructures were determined from a search of records maintained by their owners. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of substructures of every nature and to protect them from damage.

Delete Section 402-1, "Location," of the Standard Specifications for Public Works Construction, 2021 Edition, and replace with the following:

- a. The Contractor shall delineate the work area as required by Underground Service Alert Guidelines. The work area delineation is to occur before any excavation, saw cutting or demolition is started in the work area. Once the work area is delineated, the Contractor will contact Underground Service Alert at 800-227-2600 and request mark out. The Contractor is responsible to comply with all necessary procedures as are required by Underground Service Alert to get the mark out completed. Once Underground Service Alert has identified all the existing utility locations, the Contractor shall hand excavate each location to expose the existing utility. The location and depth of the utility shall be marked conspicuously on the adjacent ground, street, or sidewalk in addition to being noted on the project record drawings.

If the owner of the utility can be determined upon exposure of the conduit, this too is to be recorded. All excavation required to expose the existing utilities is to be done with hand tools. The use of power equipment is prohibited unless the owner of the utility provides the Contractor with written authorization to excavate with power equipment. The City of Poway is to receive a copy of the authorization letter prior to the start of excavation with power equipment. All potholing is to be completed prior to the start of the installation of any proposed underground facility.

- b. The Contractor shall notify the owners of all utilities and substructures not less than forty-eight (48) hours prior to working in the vicinity of any such facility. In addition, the Contractor shall pothole prior to any construction work.
- c. Any list of names and telephone numbers for utility or substructure owners shown on the Plans or in any other Contract document is intended for the convenience of the Contractor and is not guaranteed to be complete or correct.
- d. Full compensation for the separate potholing operation shall be included in the prices bid for the installation or execution of associated work.

11-12.1 SEWER FACILITIES – All contractors are required to be trained on the City's Sewer Overflow Prevention and Response Plan. This training is required for the City to be in compliance with the Sanitary Sewer System Wastewater Discharge Regulation (SSSWDR). At the pre-construction meeting the Contractor will be required to review the training documents and sign a signature sheet acknowledging that they have read and understand the document's content and reporting procedures. A copy of the document is attached in Appendix C.

11-13 CONSTRUCTION STAKING – Upon request, the Contractor shall provide copies of surveyor cut sheets for the construction staking. Sufficient information shall be provided on all survey markings for the City's project inspector to ensure that the project is being installed in the proper location and at the correct elevation. Construction surveying services will be provided by the Contractor. Payment shall be included in the other various items of work and no additional compensation shall be made. The Contractor is responsible for maintenance of survey markings and no additional compensation will be made for markings lost due to vandalism of lathes or normal wear and tear to painted markings.

11-14 CLEANUP - Cleanup shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site. All sidewalks and paving shall be broomed, and any damage sustained as a result of the Contractor shall be repaired to original conditions. The City's representative may, at any time during construction, order a general cleanup of the site as part of the work under this section.

The City now requires that ALL mark outs for wet or dry utilities, and survey work, be removed at the completion of work. The methods used shall not cause pollutants to enter the drainage system. The Contractor shall include all costs for this work in existing Bid items, and no additional payment will be made.

All temporary facilities shall be removed from the site prior to or upon completion of construction. Contractor will remove unused equipment and implements of service and leave the entire construction area clean and free of debris, such as to meet the approval of the City's representative.

All guaranties and warranties shall be submitted to the City prior to or upon completion of construction.

11-15 CLOSEOUT SCHEDULE AND PROCEDURE

- a. Requirements prior to final inspection: The Contractor shall request that the Engineering Inspector perform a preliminary final inspection for the purpose of determining the state of completion of the project. The Contractor shall notify the City Engineer at least three (3) days in advance of when this inspection is to be performed. From the information gathered at this inspection, the Engineering Inspector will prepare a "punch list" of work to be performed, corrected, or completed before the project will be accepted. All work on the punch list shall be completed by the Contractor prior to final inspection.
- b. All temporary facilities shall be removed from the site.
- c. The site shall be thoroughly cleaned as specified in Section 11-14, "Cleanup" of these Special Provisions.
- d. Record drawings shall be completed, signed and submitted to the City for review and acceptance.
- e. The material and equipment list, along with any maintenance instructions as specified in the body of the Specifications, shall be submitted to the City.
- f. All guarantees and warranties shall be submitted to the City.
- g. Full compensation for all work involved in project closeout shall be considered as included in Mobilization, and no additional compensation will be made thereof.

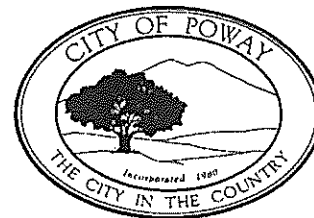
11-16 FINAL INSPECTION

- a. After all requirements preparatory to the final inspection have been completed, the Contractor shall request that the City perform the final inspection. Written notice shall be given at least three (3) days in advance of the time the final inspection is to be performed.
- b. The Contractor, or its principal superintendent authorized to act on behalf of the Contractor, shall accompany the Engineering Inspector on the final inspection tour as well as any principal subcontractors the City may require to be present.
- c. If the work has been completed in accordance with the Contract documents and no further corrective measures are required, the City will schedule the project for acceptance by City Council, after which a Notice of Completion will be filed.

- d. If the work has not been substantially completed in accordance with the Contract documents, and several or many corrective measures are still required, the City will not accept the project and will not file a Notice of Completion. Instead, a new punch list will be prepared, based on the information gathered from the final inspection, and the Contractor will be required to complete this work and call for another final inspection following the procedures outlined above.
- e. If the work has been substantially completed in accordance with the Contract documents and only minor corrective measures are required, a new punch list will be prepared based on the information gathered from the final inspection and the Contractor will be required to complete this work and call for another final inspection following the procedure outlined above.

11-17 Release of Retention - At the expiration of 45 days from the date of acceptance of the work by the City, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment.

Weather Triggered Action Plan For Construction Sites



This Action Plan should be completed before the rainy season
and updated prior to each rain event.

Project: _____

Address: _____

Date: _____

Inspector Name and Title: _____

Inspector Signature: _____

Erosion Controls	
Existing Condition	Action Plan
Sediment Controls	
Existing Condition	Action Plan
Equipment and Vehicles	
Existing Condition	Action Plan

Materials and Wastes	
Existing Condition	Action Plan
Non-Storm Water Management	
Existing Condition	Action Plan
Discharge Locations	
Existing Condition	Action Plan

Notes:

TECHNICAL SPECIFICATIONS

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK PRODUCTS

200-2 UNTREATED BASE MATERIAL

200-2.1 General Delete existing description and replace with the following: "Any base material used for the project work shall be Crushed Aggregate Base per Section 200-2.2 or Crushed Miscellaneous Base per Section 200-2.4."

SECTION 201- 1 PORTLAND CEMENT CONCRETE

The class of concrete for this project shall be 520-C-2500 with a maximum slump of 4" and natural gray color.

The contractor shall use 520-C-3250 at a minimum, if asphalt is to be placed sooner than seven (7) days from pedestrian ramp placement.

No hand mixing of concrete.

Truncated Domes cast in place with removable inserts to allow the replacement of the panel. Truncated Dome panel as manufactured by Armor Tile or approved equal. Truncated dome panel shall be color Yellow.

SECTION 202-2 CONCRETE BLOCK (Add the following)

202-2.2 Masonry Units – The CMU shall be "slump block", color = Tan. The capstone shall be Tan.

202-2.3.1 Mortar – The mortar color shall be Tan. The mortar cap shall be Tan.

203-9 SEALCOAT – ASPHALT BASED (Add the following) The seal coat used for this project shall comply with this section.

SECTION 203 – BITUMINOUS MATERIALS

203-1.1 General (Add the following)

The Contractor shall furnish the Engineer, at least two (2) weeks prior to the start of work, with a list of material sources together with Certificates of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these Specifications. The Certificates of Compliance shall be signed by the material supplier or representative. The Engineer may permit the use of paving materials, aggregate, cement line, anti-strip agents, asphalt, or any combination thereof prior to sampling and testing when accompanied by a Certificate of Compliance.

203-1.2 Testing Requirements (Add the following)

The paving asphalt for this project shall be PG 64-10.

203-6.1 General (Add the following)

Asphalt shall contain a maximum Recycled Asphalt Pavement (RAP) of 20%.

203-6.4.4 Composition and Grading (Add the following)

The aggregate grading to be used shall be Class C-2.

210-1.6.1.4 Traffic Control. Traffic control shall conform to Appendix A of the San Diego Regional Standard Drawings and the requirements of these Specifications.

214-4 PAINT FOR STRIPING AND MARKINGS (Add the following) The paint used for this project shall conform to these specifications.

PART 3

CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General

Add the following:

Removal of bituminous pavement shall be along saw cut lines or by cold milling. Removal of concrete pavements, curbs and gutters shall be along existing control joints or expansion joints unless otherwise approved.

300-1.1 Demolition (Add the following)

Demolition of selected items within the restroom building as described on plan shall include all points of connection, piping, conduit, fixtures and connecting/supporting hardware. All removals shall be ground flush to the surrounding surfaces and protected from corrosion with epoxy sealant or paint.

All conduits along with supports are to be removed and capped to point of disconnect as indicated on plan.

All PVC piping shall be removed to nearest joint. All threaded piping shall be removed to nearest joint. All soldered piping shall be cut at a point of cleanest reconnect.

All CMU shall be demolished including foundation. All extending reinforcing steel shall be ground flush to surrounding surfaces and protected with epoxy paint or sealant.

Floor drains shall be removed including tail and P-Trap.

300-1.4 Payment

Delete the first paragraph and replace with the following:

Payment for **Bid Schedule Item 4** shall be measured and paid for on a lump sum basis. Payment shall include full compensation for removal and disposal of all resulting material including, but not limited to dumping fees, haul off, capping of irrigation, removal of excess soil, trees, stumps, bushes, vegetation, roots, shrubs, stone, brick, fences, drainage structures, concrete, railroad ties, asphalt pavement, metal hand railing, all rubbish and debris, whether above or below ground. It is the intent of this specification to provide for the removal and disposal of all obstructions and objectionable materials not specifically provided for elsewhere in the plans and specifications to complete all work as shown on the plans. No additional payment will be made.

300-1.4.1 Payment (Add the following)

Payment for **Bid Schedule Item 5** shall include all work from Section 300-1.1 Demolition shall be measured and paid for on a lump sum basis. Payment shall include full compensation for removal and disposal of all resulting material including, but not limited to: dumping fees, haul off, removal of excess soil, trees, stumps, bushes, vegetation, roots, shrubs, stone, brick, fences, drainage structures, concrete, railroad ties, asphalt pavement, metal hand railing, all rubbish and debris, whether above or below ground. No additional payment will be made.

300-2 UNCLASSIFIED EXCAVATION

Is amended as follows:

300-2.9 Payment

Delete the first paragraph and replace with the following:

Payment for “**Unclassified Excavation**” shall be included in the lump sum bid price for “**Bid Schedule Item 4**” as shown in the bid proposal. Payment shall also include items of work described in Section 300-1. Payment shall also include for excavating, grading, sloping, shaping rounding tops of and ends of excavations, loading, disposing of surplus material, stockpiling and hauling of material generated from grading.

300-4 UNCLASSIFIED FILL

Is amended as follows:

300-4.10 Payment

Delete and replace with the following:

Payment for “**Unclassified Fill**” shall be included in lump sum bid price for “**Bid Schedule Item 7**” as shown in the bid proposal and shall include the full compensation for all grading, shaping, compacting, consolidating, hauling, or other related work that is required under this subsection.

302-8 SEALCOAT FOR MISCELLANEOUS AREAS

302-8.3 Measurement and Payment (Add the following)

Payment for “**Bid Schedule Item 11**” shall include purchase, delivery, protection of surrounding areas and application of the specified seal coat. All cost for labor, materials, tools, and equipment shall be included and no other payment will be made.

SECTION 303 CONCRETE AND MASONRY CONSTRUCTION

303-4 MASONRY CONSTRUCTION

303-4.2.4 Measurement and Payment (Add the following)

Payment for “**Bid Schedule Item 7**” shall include all necessary tools, equipment, materials delivery and labor required to construct the depicted retaining wall per the San Diego Regional Standard Drawings. Cost shall include backfill, irrigation capping/restoration and cutting of the existing CMU wall.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.8 Backfilling and Cleanup

Add the following:

All backfill behind completed concrete items of work shall be completed after 3 days of placement and within 5 days of concrete placement.

303-5.9 Measurement and Payment

Add the following:

Payment for “**Bid Schedule Item 6, 8 and 9**” shall be measured and paid for per the individual bid item basis and shall include full compensation for furnishing all labor, materials, tools, equipment, including but not limited to: saw cutting, removal and disposal of existing materials, compaction and all related incidentals required to complete the work in place including any indicated curbs. Payment shall also include the repair or replacement of landscaping, irrigation, brick pavers or other private improvements adjacent to sections of replaced curb.

SECTION 314 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS

314-4.3.7 Payment

Payment of “**Bid Schedule Item 12**” shall include the cost for removal of the existing striping and the placement of the new parking lot striping per the San Diego Regional Standard Drawings and shall include all costs for purchase and delivery, labor, materials, tools and equipment, and protection of surrounding areas and no other payment will be made. Payment will be made on a Lump Sum basis for all described work.

SECTION 800 LANDSCAPING AND IRRIGATION

800-1.2.5 Mulch The mulch for this project shall conform to Type 1 mulch per this section and placed 3-4” thick over the area indicated on plan.

Payment for “**Bid Schedule Item 10**” shall include purchase, delivery, tools, equipment, materials and labor to place and no other payment will be made.

800-1 LANDSCAPING AND IRRIGATION (Add the following)

Any modification to the landscaping and the restoration of the landscaping to fit the alignment of the new sidewalk/retaining wall shall conform to this section.

800-1.1.1 General

Delete this entire subsection and substitute the following:

All sod and shrub planting areas shall have a minimum of 6" of Class "C" topsoil or topsoil that meets the horticultural requirements for Class "A" topsoil per Section 800-1.1.2.

800-1.4.5 Sod and Stolons (turf grass).

Delete this entire subsection and substitute the following:

Sod shall be fresh, clean, vigorous living sections of Tall Fescue species. Sod shall be free of turf disease, insects or weeds and capable of healthy vigorous growth.

800-2 IRRIGATION (Add the following)

Any modification of the existing irrigation system to fit the alignment of the new sidewalk/retaining wall shall conform to this section.

SECTION 801 – INSTALLATION

801-1 GENERAL (Add the following)

Any modification of the existing irrigation system to fit the alignment of the new sidewalk/retaining wall shall conform to this section.

Prior to any clearing and grubbing operations, the contractor shall schedule a meeting with the City, during which the City will turn on the irrigation system at all work areas. The contractor shall record and mark out locations of all existing irrigation sprinklers, to determine which irrigation heads and rotors are to be relocated, replaced or adjusted, to account for the new areas of sod and sidewalk.

Sprinklers shall be replaced with Hunter I-40 Rotors or approved equal.

The final irrigation system shall be operational, with uniform and adequate coverage of the areas to be irrigated prior to planting.

After completing the irrigation system, the Contractor shall submit as-built drawings showing the location of pipe valves, tubing, wiring, controllers, and electrical services as constructed.

801-8 Payment

Payment of "**Bid Schedule Item 13 and 14**" shall include the cost for landscape restoration and modifying the existing irrigation system per the San Diego Regional Standard Drawings and this section and shall include all costs for purchase and delivery, labor, materials, tools and equipment, and protection of surrounding areas and no other payment will be made.

SECTION 900 RESTROOM ADA UPGRADES (Add the following)

900-1 GENERAL

The scope of work includes the removal and replacement of existing fixtures, removal and replacement of the concrete floor, coating of the interior walls and installation of new restroom partitions in a public park restroom.

All fixture make and model numbers have been specified on plan. All mounting heights and locations are per the details on plan.

All code references are noted on the Title Sheet.

900-2 PLASTIC TOILET COMPARTMENTS (Add the following)

900-2.1 SUMMARY

Section Includes:

Solid, high-density polyethylene (HDPE) toilet compartments configured as **toilet enclosures and urinal screens**.

Related Requirements:

None

900-2.2 COORDINATION

Coordinate requirements for blocking, reinforcing, and other supports concealed within wall.

900-2.3 ACTION SUBMITTALS

Product Data:

Solid-HDPE toilet compartments:

Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for toilet compartments.

Shop Drawings: For solid-HDPE toilet compartments.

Include plans, elevations, sections, details, and attachment details.

Show locations of cutouts for compartment-mounted toilet accessories.

Show locations of centerlines of toilet fixtures.

Show locations of floor drains.

1. Show ceiling grid, wall-mounted items, and overhead support or bracing locations.

Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of toilet compartment material indicated.

Include Samples of hardware and accessories involving material and color selection.

Samples for Verification: Actual sample of finished products for each type of toilet compartment indicated.

Size: 3-inch square, of same thickness indicated for Work.

Include each type of hardware and accessory.

Product Schedule: For toilet compartments, prepared by or under the supervision of supplier, detailing location and selected colors for toilet compartment material.

Sustainable Design Submittals:

Sourcing of Raw Materials: Corporate sustainability report for each manufacturer.

Product Data: For recycled content, indicating post-consumer and pre-consumer recycled content and cost.

Product Certificates: For indigenous materials, indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include distance to Project, means of transportation, and cost for each indigenous material.

Product Certificates: For regional materials, indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include distance to Project, means of transportation, and cost for each regional material.

900-2.4 CLOSEOUT SUBMITTALS

Maintenance Data: For toilet compartments.

900.2-5 FIELD CONDITIONS

Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements, and coordinate before fabrication.

900-2.6 PRODUCTS

900-2.7 PERFORMANCE REQUIREMENTS

Fire Performance: Tested in accordance with, and pass the acceptance criteria of, NFPA 286.

Recycled Content of Steel Products: Postconsumer recycled content plus one-half of pre-consumer recycled content not less than 25 percent.

Regulatory Requirements: Comply with applicable provisions in the **U.S. Department of Justice "2010 ADA Standards for Accessible Design"** for toilet compartments designated as accessible.

900-2.8 SOLID-PLASTIC (HDPE) TOILET COMPARTMENTS

Basis-of-Design Product: Subject to compliance with requirements, provide, an ASI Group company; Solid-Plastic (HDPE) Partitions or Approved Equal.

Toilet-Enclosure Style: Floor anchored/overhead braced.

Entrance-Screen Style: Floor anchored/overhead braced.

Urinal-Screen Style: Floor mounted post.

Door Width: 24 inches, 36 inches.

Door Height Above Floor: 14 inches.

Door Panel Height: 55 inches.

Pilaster Height: 82 inches.

Door, Panel, and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, not less than 1 inch (25 mm) thick, seamless, with eased edges, and integral no-sightline privacy system including profile on strike and hinge side that overlaps adjacent pilaster with homogenous color and pattern throughout thickness of material.

Heat-Sink Strip: Manufacturer's standard continuous, extruded-aluminum strip fastened to exposed bottom edges of solid-HDPE components to hinder malicious combustion.

Finish Texture: Pebble Grained.

Color and Pattern: as noted on plans.

Pilaster Shoes: Stainless steel sheet, not less than 0.031 inch nominal thickness and 3 inches high, with No. 4 satin finish. Shoe bottom enclosed and integral to compartment structure. Secure to floor with manufacturer's recommended concrete anchors.

Urinal-Screen Post: Manufacturer's standard post design of material matching the thickness and construction of pilasters with shoe.

Brackets (Fittings):

Stirrup Type: Ear or U-brackets, stainless steel.

Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.

Overhead Cross Bracing for Ceiling-Hung Units: As recommended by manufacturer and fabricated from solid polymer.

900-2.9 HARDWARE AND ACCESSORIES

Hardware and Accessories, Standard Duty: Manufacturer's standard operating hardware and accessories.

Material: Stainless steel.

Hinges: Manufacturer's standard stainless steel continuous, cam type that swings to a closed or partially open position] [stainless steel continuous, spring-loaded type, allowing emergency access by lifting door.

Latch and Keeper: Manufacturer's standard surface-mounted latch unit, designed for emergency access, and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.

Coat Hook: Manufacturer's standard combination hook and rubber-tipped bumper, sized to prevent in-swinging door from hitting compartment-mounted accessories.

Door Bumper: Manufacturer's standard rubber-tipped bumper at out swinging doors.

Door Pull: Manufacturer's standard unit at out-swinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible.

Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with anti-grip profile and in manufacturer's standard finish.

Anchorage and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel compatible with related materials.

900-2.10 MATERIALS

Aluminum Castings: ASTM B26/B26M.

Aluminum Extrusions: ASTM B221 (ASTM B221M).

Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304, stretcher-leveled standard of flatness.

Stainless Steel Castings: ASTM A743/A743M.

Zamac: ASTM B86, commercial zinc-alloy die castings.

900-2.11 FABRICATION

Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.

Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

Ceiling-Hung Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at pilasters for connection to structural support above finished ceiling. Provide assemblies that support pilasters from structure without transmitting load to finished ceiling. Provide sleeves (caps) at tops of pilasters to conceal anchorage.

Floor-and-Ceiling-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at tops and bottoms of pilasters. Provide shoes and sleeves (caps) at pilasters to conceal anchorage.

Urinal-Screen Posts: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at tops and bottoms of posts. Provide shoes at posts to conceal anchorage.

Door Size and Swings: Unless otherwise indicated, provide 24-inch- wide, in swinging doors for standard toilet compartments and 36-inch- wide, out swinging doors with a minimum 32-inch- wide, clear opening for compartments designated as accessible.

900-2.12 EXAMINATION

Examine areas and conditions, with Installer present, for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the Work.

Confirm location and adequacy of blocking and supports required for installation.

Proceed with installation only after unsatisfactory conditions have been corrected.

900-2.13 INSTALLATION OF HDPE TOILET COMPARTMENTS

General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.

Maximum Clearances:

Pilasters and Panels: 1 inch.

Panels and Walls: 1 inch.

Stirrup Brackets: Secure panels to walls and to pilasters with no fewer than three brackets attached at midpoint and near top and bottom of panel.

Locate wall brackets, so holes for wall anchors occur in masonry or tile joints.
Align brackets at pilasters with brackets at walls.

Continuous Brackets: Secure panels to walls and to pilasters with full-height brackets.

Locate bracket fasteners, so holes for wall anchors occur in masonry or tile joints.
Align brackets at pilasters with brackets at walls.

Overhead-Braced Units: Secure pilaster shoes to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than 1-3/4 inches into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous head rail to each pilaster with no fewer than two fasteners. Hang doors to align tops of doors with tops of panels and adjust, so tops of doors are parallel with overhead brace when doors are in closed position.

Ceiling-Hung Units: Secure pilasters to supporting structure and level, plumb, and tighten. Hang doors and adjust, so bottoms of doors are level with bottoms of pilasters when doors are in closed position.

Floor-and-Ceiling-Anchored Units: Secure pilasters to supporting construction and level, plumb, and tighten. Hang doors and adjust, so doors are level and aligned with panels, when doors are in closed position.

Urinal Screens: Attach with anchoring devices to suit supporting structure. Set units level and plumb, rigid, and secured to resist lateral impact.

900-2.14 ADJUSTING

Hardware Adjustment: Adjust and lubricate hardware in accordance with hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out swinging doors to return doors to fully closed position.

900-2.15 MEASUREMENT AND PAYMENT

Payment of "**Bid Schedule Item 18**" shall include the cost for Standard Drawings and this section and shall include all costs for purchase and delivery, labor, materials, tools and equipment, and protection of surrounding areas and no other payment will be made.

900-3 TOILET ACCESSORIES (Add the following)

900-3.1 SUMMARY

Section includes:

Washroom accessories as scheduled in this Section and as indicated on the Drawings.

900-3.2 RELATED REQUIREMENTS

Americans With Disabilities Act.

900-3.3 SUBMITTALS

Product Data: Submit manufacturer's data sheets for each product specified, including the following:

Installation instructions and recommendations.

Storage and handling requirements and recommendations.

Cleaning and maintenance instructions.

Replacement parts information.

Schedule: Submit a toilet accessory schedule, indicating the type and quantity to be installed in each washroom. Use room numbers as indicated on the Drawings.

900-3.4 QUALITY ASSURANCE

Manufacturer: Provide products manufactured by a company with a minimum of 10 years successful experience manufacturing similar products.

Single Source Requirements: To the greatest extent possible provide products from a single manufacturer.

Accessibility Requirements: Comply with requirements applicable in the jurisdiction of the project, including but not limited to ADA and ICC/ANSI A117.1 requirements as applicable.

Hazardous Materials: Comply with EU Directive "Restrictions of Hazardous Substances (RoHS) requirements."

900-3.5 DELIVERY, STORAGE AND HANDLING

Pack accessories individually in a manner to protect accessory and its finish.

Protect adjacent or adjoining finished surfaces and work from damage during installation of work of this section.

900-3.6 WARRANTY

Manufacturer's Warranty for Washroom Accessories: Manufacturer's standard 1-year warranty for materials and workmanship.

Manufacturer's Warranty for Electric Hand Dryers: Manufacturer's standard 5-year warranty on parts, except 3-year warranty on motor brushes from date of purchase.

900-3.7 MANUFACTURER

Make and Model Numbers as specified on plan.

900-3.8 PREPARATION

Deliver inserts and rough-in frames to jobsite at appropriate time for building-in. Provide templates and rough-in measurements as required. Verify that all required backing and blocking is provided.

Before starting work notify Architect in writing of any conflicts detrimental to installation or operation of units.

Verify with Architect exact location of accessories.

Provide templates and rough-in measurements for preparation of opening in toilet partitions.

900-3.9 INSTALLATION

Install fixtures, accessories and items in accordance with manufacturer's printed instructions.

Install true, plumb and level, securely and anchored to substrate.

900-3.10 MEASUREMENT AND PAYMENT

Payment of "**Bid Schedule Items 15, 16, 17, 21, and 22**" shall include the cost for Standard Drawings and this section and shall include all costs for purchase and delivery, labor, materials, tools and equipment, and protection of surrounding areas and no other payment will be made.

END OF SECTION

900-4 PLUMBING (Add the following)

900-4.1 SUMMARY:

The work under this section includes everything necessary for and incidental to executing and completing the plumbing work, except as hereinafter specifically excluded.

Work included shall be as indicated on the drawings, including but not limited to the following:

Sanitary Soil, Waste and Vent System.

Domestic Water System including Water Heater.

Plumbing Fixtures and Equipment.

Below grade hot water insulated piping shall be covered with "Zeston" 2000 PVC.

900-4.2 FITTINGS AND PIPING:

Soil, Waste, Vent:

Above Grade:

Cast iron "no-hub" conforming to CISPI 301 NSF listed with neoprene gasket and Type 301 stainless steel clamping device conforming to CISPI 310 with NSF listing. Or, cast iron "No-Hub" conforming to CISPI 301 NSF with neoprene gasket and type 304 stainless steel clamping device conforming to ASTM C1540, equal to Huskey HD 2000 for mid-range and Huskey SD4000 heavy for high rise.

Provide no-hub fitting restraint bracing for pipes 4" and larger per CISPI handbook. Bracing shall be used to prevent horizontal and vertical movement, equal to Holodrite # 117 series.

At space limitations and waste pipe over watertight areas, use DWV copper drainage tubing with cast brass fittings.

Below Grade:

Cast iron "no-hub" conforming to CISPI 301 NSF listed with neoprene gasket and Type 301 stainless steel clamping device conforming to CISPI 310 with NSF listing. Or, cast iron "No-Hub" conforming to CISPI 301 NSF with neoprene gasket and type 304 stainless steel clamping device conforming to ASTM C1540, equal to Huskey HD 2000 for mid-range and Huskey SD4000 heavy for high rise.

Provide no-hub fitting restraint bracing for pipes 4" and larger per CISPI handbook. Bracing shall be used to prevent horizontal and vertical movement, equal to Holodrite # 117 series.

At contractor's option, ABS type DWV may be utilized below grade. ABS is for non-pressurized systems only where temperatures do not exceed 140 degrees F and shall conform to standards ASTM D 3965, ASTM F 628 and NSF 14.

Sewer and Storm Drain Piping from 5-feet Outside Building: PVC sewer pipe JM "Greenbell" as manufactured by Manville Products or cast-iron no-hub conforming to CISPI 301 with neoprene gasket and 300 series stainless steel clamping device conforming to CISPI 310.

Domestic Water Piping:

Above Grade: Lead free Type L copper tubing hard drawn:
Lead free wrought copper solder sweat fittings and lead-free solder. b.

Below Grade: Lead free Type K copper tubing annealed, straight lengths with lead free wrought copper solder sweat fittings and lead-free solder.

900-4.3 PIPING SPECIALTIES:

Unions: In copper tubing 3" and smaller, Lead free Nibco 733-LF, or equal.

Flanges in copper tubing 4" and larger, Lead free, Nibco or equal.

Isolation Unions: Wilkins lead free DUXLC 3" and smaller.

Water hammer arresters in accordance with PDI-WH-201 standards, JR Smith 5000 Series PPP or equal. Install with access panel.

Fixture Supplies: Flexible stainless steel braided, compression fittings equal to Sanitary Dash, Speedway, or Brasscraft.

Escutcheons: 1" wide chrome or nickel-plated rust resistant.

900-4.4 VALVES:

Water:

Ball Valves: Bronze 2 Piece, full port, lead free ANSI/NSF 372 certified sizes ½" through 2" Nibco T-585-80 LF/S-585-80LF, Apollo #77CLF, Milwaukee Valve UPBA400 (FNPT)/UPBA450 (Sweat) full port, bronze lead free, or legend #T/S 901.

Stops: Lead free angle or straight valve loose key with escutcheon at wall penetration. Stop and escutcheon shall be chrome plated T&S brass, Nibco or equal.

900-4.5 CLEANOUTS:

Cleanouts shall be manufactured by Zurn, J.R. Smith, Josam or equal.

900-4.6 PLUMBING FIXTURES:

General Requirements:

All fixtures shall comply with State of California Energy Commission requirement for maximum flow. Submit manufacturer's certification of compliance.

Unless otherwise noted, all vitreous china or enameled cast-iron fixtures and toilet seats shall be white.

Furnish and install fixtures as specified on the plumbing fixture connection schedule.

P-Traps, chrome plated drawn brass with 17-gauge tubing drain to wall. Trap arms under lavatories and escutcheon at wall shall also be chrome plated.

Job Conditions:

Plumbing fixture trim and exposed supplies and waste shall be brass with polished chrome plated finish. Individual angle stops, or, if so specified, screwdriver stops, shall be provided for all supplies, and unless integral with valves or faucets, unless otherwise approved by Architect, shall be mounted under the fixture. Exposed supplies and wastes to wall shall be provided with polished chrome plated wall escutcheons.

Fixtures with hangers or supporting arms shall have hangers or arms securely mounted on a 1/4" thick x 6" wide steel wall plate, which shall extend at least one stud beyond the first and last fixture mounting points. Concealed arm assemblies shall be attached to plates by four 3/8" x 1-1/4" steel bolts and nuts, and hangers and exposed arms by 5/16" minimum full thread steel studs and jamb nuts. Plates shall be drilled and tapped at the time of fixture installation. Where light weight steel studs are used, fixture supports shall have manufactured floor mounted legs for attachment of supporting arms.

Supplies shall be with stops and flexible riser.

Traps above floor shall be tubular brass "P" traps with bronze nuts unless otherwise indicated.

900-4.7 PIPE WRAPPING:

Steel Piping in Concrete or Underground:

Wrap with approved tape products.

Wrap joints and fittings in the field with "Polyken" tape and primer.

900-4.8 SLEEVES:

General:

Where pipes pass through concrete, masonry, or stud walls, or pass-through ceilings, provide rust-proof sleeves of the size required.

Provide UL-listed fire rated sealant (specialty products, or equal) at all penetrations of fire-rated assemblies and between buildings along property line.

900-4.9 PIPE INSTALLATION:

No-Hub Cast-Iron Soil Pipe Institute Handbook (Chapter 4) and the IAPMO IS-6.

Joints in copper tubing shall be made by first thoroughly cleaning the surface of the pipe and fittings, applying a copperized flux and sweating with lead free solder for all water piping and condensate piping above grade and below grade. Verify with lead free manufacturer's the type of solder and flux that is compatible with their product.

Alternate: Grooved Joints: Install in accordance with the manufacturer's latest published installation instructions. Pipe ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to (and including) groove. Gasket shall be manufactured by the coupling manufacturer and verified as suitable for the intended service. A factory trained representative (direct employee) of the coupling manufacturer shall provide on-site training for contractor's field personnel in the use of grooving tools, application of groove, and product installation. The representative shall periodically visit the job site and review installation to ensure best practices in grooved joint installation are being followed. Contractor shall remove and replace any improperly installed products.

All pipe shall be carefully cleaned before installation. The ends of threaded steel pipe shall be reamed out full size with a long-tapered reamer so as to be partially bell-mouthed and perfectly smooth. Openings in pipes, drains, fitting apparatus, and equipment shall be kept covered or plugged to prevent foreign substance from entering.

The grade of all sanitary sewers, storm drains and waste lines shall be as indicated on drawings. Sections of pipe shall be installed so as to provide smooth and uniform invert. Water shall not be allowed in the trenches while the sewer lines are being laid. Dirt, cement, or any other superfluous material shall be carefully removed from piping as the work progresses. Constant inspection shall be made of pipe and fittings during and after all installation for possible fractures and failures caused by installation. Backfill so as not to disturb pipe or jointing.

Flush out all water mains, sanitary and condensate drains with water so as to obtain free flow. Remove all obstructions and defects discovered. Remove and replace pipe already installed and found to be defective or which has had grade or joints disturbed at no additional cost.

Run piping free of traps, sags, or bends. Grade and valve for complete drainage and control of the system.

All piping shall be installed to maintain headroom and keep passageways and openings clear. Install piping parallel and straight with adjacent walls or ceilings to present a uniform appearance. All piping, except where noted otherwise on plans, shall be concealed in walls or above ceilings. Route piping to avoid electrical rooms. Do not route waste piping above kitchen areas. Do not route plastic pipe in return air plenums unless it is plenum-rated with a flame spread index of 25 or less and a smoke developed index of 50 or less.

Bending or forcing of pipe will not be allowed. Use fittings for all offsets or changes in alignment of piping.

Proper provision shall be made for expansion and contraction by means of fittings and anchors and supports of all piping.

Bushings and long screw fittings will not be allowed.

Install water hammer arresters at all flush valves, foot valves, dish and clothes washers and quick closing valves per PDI-WH-201 standards. The completed system shall be free of water hammer noise.

Unions shall be installed after each screw-type valve, connections for all equipment, appliances, and as required for erection and maintenance. No unions shall be installed in concealed locations. Unions are not required on installations using grooved joint couplings. Install isolation unions or waterway fittings on all connections between dissimilar metals.

Provide grounding and bonding of metallic gas piping per the National Gas Code and the National Electric Code. Use mechanical or welded clamps and copper wire. Coordinate grounding with other grounding elements provided by the electrical contractor.

No holes for pipe or equipment will be allowed in any structural members without written consent of the Architect. Where pipes are to pass through or interfere with any member, or where notching, boring or cutting of the structure is necessary, the work shall be done by the General Contractor as directed. Isolate pipe from coming in direct contact with the structure.

Unless otherwise specified herein, all equipment and fixtures shall be installed in accordance with the manufacturer's printed recommendations.

Any minor changes in work, which has not been installed, shall be made by the Contractor without additional compensation, except changes which are caused by architectural revisions resulting in an increase or decrease of the size or quantity of the materials specified or indicated on the drawings. The Contractor shall submit an estimate of the cost of or credit for such changes which are not judged to be of a minor nature and shall proceed only upon the written authorization of the Architect.

All piping shall be isolated from other piping, studs, ducts, any part of the building, framing, hangers, conduit, etc., with 1" strips of hair felt or pipe isolators.

Provide and install polished chromium plate split ring escutcheons for pipes exposed in the building.

900-4.10 CLEANOUTS:

Cleanouts shall be caulked into or clamped to pipe where shown on plans. Install under counter tops where they occur or in walls to avoid exposed condition. Cleanouts shall be accessible in all cases and shall be brought to surface on "Y" branches. All cleanouts shall be provided with removable floor or wall plate as specified in Part 2.

900-4.11 SLEEVES AND OPENINGS:

Provide standard weight black steel pipe sleeves for each pipe passing through foundation, walls, partitions, roofs, and ceiling pipe sleeves shall be flushed with wall or floor.

Set pipe sleeves in place before concrete is poured.

For uninsulated pipe, provide sleeves that are two pipe sizes larger than the pipe passing through the opening, or provide a minimum of ½" clearance between inside of the opening and outside of the pipe.

For insulated pipe, provide sleeves of adequate size to accommodate the full thickness of pipe covering with clearance for packing and caulking.

Caulk the space between sleeve and pipe or pipe covering.

Finish and Escutcheons:

Smooth up rough edges around sleeves with plaster or spackling compound.

Provide escutcheons on all pipes exposed to view where passing through walls, partitions, ceilings, and similar locations.

Size the escutcheons to fit pipe and covering.

Hold escutcheons in place with set screw or set in full bed of sealant.

Where directed by Architect, paint escutcheon to match adjacent finish color.

Sleeve diameter for piping through a masonry wall above grade or through floors shall be #10-gauge galvanized sheet steel and shall extend completely through the walls or floor finishing flushed on both sides. The sleeve shall be 1" larger than the pipe with caulking to make the opening airtight.

Sleeves through the fire walls or floors shall be packed with UL Listed fireproof wicking or other suitable noncombustible material.

900-4.12 FIXTURE INSTALLATION:

All plumbing fixtures shall be bedded and caulked along joint at walls, counter tops, and other intersecting surfaces with white adhesive caulking.

Plumbing fixture trim and exposed supplies and "P" trap and arm shall be brass with polished chrome plated finish. Individual wheel handle, loose key stops, or, when so specified, screwdriver stops, shall be provided for all supplies, and unless integral with valves or faucets, or unless otherwise permitted, shall be mounted under the fixture. Exposed supplies and wastes to wall shall be provided with polished chrome plated brass wall escutcheons.

Fixtures with hangers or supporting arms shall have hangers or arms securely mounted on a ¼" thick x 6" wide steel wall plate which shall extend at least one stud beyond the first and last fixture mounting points. Concealed arm assemblies shall be attached to plates by four ⅜" x 1-¼" steel bolts and nuts, and hangers and exposed arms by 5/16" minimum full thread steel studs and jamb nuts. Plates shall be drilled and tapped at the time of fixture installation.

Wall plates shall be recessed flush with studs and shall be securely attached to each stud crossed. In steel stud construction, a 1-½" x 18" long furring channel shall be attached to each notched stud with fillet welds 1" long on 6" centers front and back. Plates shall be continuous fillet welded at both top and bottom to each furring channel. Provide backing for each plumbing fixture requiring same, at the time roughing-in is done.

Where drains are specified with clamping collars, the waterproofing membrane and flashing shall be carefully cut to fit the drain, then anchored between drain and collar with rustproof bolts. See Part 2 for flashings.

Traps above floor shall be cast brass "P" traps with bronze nuts unless otherwise indicated.

Provide branch tailpieces off air vent lines where required.

Install stainless steel mounting ring as required for all flat rim sinks and lavatories installed in counter tops.

All fixtures designated for use by the disabled shall be in compliance with current applicable codes, Title 24, and California Disabled Accessibility guide book.

Water Closets: Installed height shall be a minimum of 17" and a maximum of 19" measured to the top of the toilet seat. Flush controls shall be operable by an oscillating handle with a maximum operating force of 5 lbf. The handle shall be located so it is operable without requiring excessive body movement.

Urinals: The elongated rim on urinals shall project a minimum of 14" from the wall and the height of the rim shall be at a maximum of 17" above the floor. Hand operated controls shall be mounted no more than 44" above the floor.

Lavatories: Lavatories shall be mounted with a clearance of at least 29" from the floor to the bottom of the apron with knee clearance under the front lip extending a minimum of 30" in width with 8" minimum depth at the top. Toe clearance shall be the same width and a minimum of 17" deep from the front of the lavatory. Hot water and drain

pipes under lavatories shall be insulated. There shall be no sharp or abrasive surfaces under lavatories. Lever-operated faucet controls shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbf.

Fit-up connections to equipment (furnished by others) shall be provided with valves, unions, flexible connectors, and adapters to make a final connection. Piping stub outs for equipment will be extended to make the final connection. The connection shall be made with devices recommended by the equipment manufacturer. Field verify exact point of connection prior to start of work.

900-4.13 PROTECTION OF PIPING SYSTEMS:

It shall be the responsibility of the Contractor to install and maintain pipe and equipment which is reasonably clean and free from rust, dirt, scale, etc. Where necessary, the Contractor shall provide temporary airtight covers at all pipe and equipment openings.

Before turning the systems over to the Owner, all piping systems shall be thoroughly flushed of all scale and dirt. Drains shall be installed at the low points to facilitate flushing of the piping systems.

900-4.14 REQUIREMENTS FOR FINAL INSPECTION:

All requirements shall be completed prior to final inspections.

Thoroughly clean all parts of the piping, valves, and equipment. Exposed parts which are to be painted shall be thoroughly cleaned of cement, plaster, oil and grease spots. Such surfaces shall be carefully wiped and all cracks and corners scraped out.

Exposed metal work shall be carefully brushed down with steel brushes to remove rust and other spots, leaving a smooth and clean surface. Trap elements shall be removed during the cleaning and flushing period, after which they shall be replaced and adjusted.

All potable water lines shall be sterilized with chlorine. The chlorine residual concentration shall indicate not less than 50 parts per million (ppm) and shall be retained for a period of not less than 24 hours. Repeat procedure if the residual concentration has decreased below 25 PPM. After test is in compliance with this specification, flush the system until the residual is not more than 0.5 PPM. All work and certification of performance must be done by qualified personnel. Submit certification to Architect.

NOTE: During construction phase, install Tee's and ball valves at locations directed and as required to facilitate sterilization and testing. Identify and indicate on the as-built plans the location of valves and ensure that they are accessible and are in a position not to cause cross-connections or artificial pressure loss in the system.

900-4.15 TESTS AND ADJUSTMENTS:

No piping work, fixtures, or equipment shall be concealed or covered until inspected by the Architect/Owner's Representative, who shall be notified when the work is ready for inspection. All work shall be completely installed, tested as required by local code, this section and the State Ordinances and State Safety Orders, and shall be leak-tight before inspection is requested. All tests shall be repeated as required by those making the inspection.

All domestic water piping shall be flushed out, tested at 150 psig and shall be left under pressure of supply main or a minimum of 50 psi, whichever is greater, for the balance of the construction period. No air testing is allowed. Tests are to be applied for a minimum period of one hour. Final pressures at the end of the test period shall be not more nor less than that caused by expansion or contraction of the test medium due to temperature changes.

Soil, waste, vent, condensate and storm drain piping within the building shall be tested with a minimum of 10-foot head at each joint for a minimum of 3 hours with no loss in head.

Plumbing fixtures shall be filled with water and checked for leaks and retarded drainage flow. Faucet aerators and shower heads shall be removed and cleaned thoroughly and flow shall be adjusted to eliminate dripping or splashing.

Final pressures at the end of the test period shall be no more nor less than that caused by expansion or contraction of the test medium due to temperature changes.

All protective coating systems shall be visually inspected for breaks in the coating system, any holidays revealed shall be promptly repaired per manufacturer's instructions for repair of damaged pipe coatings.

Cross-Connection Tests By Testing Agency: Comply with NFPA 99. Pressurize each system with nitrogen in accordance with Table 3. Check 100 percent of the outlets in each system. Include anesthesia gas evacuation in vacuum systems.

900-4.16 GUARANTEE:

All material except as otherwise noted shall be new, free from defect and of the quality and rating shown or specified.

Any defect due to missing or improper material or faulty workmanship existing or developing during the warranty period shall be corrected and the resulting damage repaired.

The warranty period shall be one year from date of acceptance of the project, except for items guaranteed by the manufacturer for a longer period.

900-4.17 MEASUREMENT AND PAYMENT

Implementation of these requirements are to be paid for in the various bid items and no additional payment will be made.

900-5 RESTROOM ROLLING GATE

Rolling gate make and model number as specified on the plans. Color – Black.

Installation shall be per manufacturers recommendations.

900-5.1 MEASUREMENT AND PAYMENT

Payment for “**Bid Schedule Item 19**” shall include purchase, delivery, protection of surrounding areas and installation per the manufacturer’s recommendations. All costs for labor, materials, tools, and equipment shall be included and no other payment will be made.

900-6 RESTROOM PCC FLOOR

Concrete type – 520-C -2500, Color – Natural

Finish – Steel Troweled

Floor Drain – As specified on plan

900-6.1 MEASUREMENT AND PAYMENT

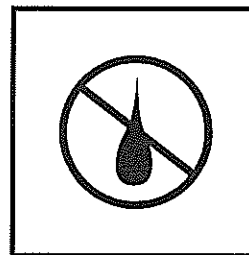
Payment for “**Bid Schedule Item 20**” shall include purchase, delivery, protection of surrounding areas and installation as noted on plan. All costs for labor, materials, tools, and equipment shall be included and no other payment will be made.

900-7 URETHANE WALL AND FLOOR COATING

900-7.1 MEASUREMENT AND PAYMENT

Payment for “**Bid Schedule Item 23**” shall include purchase, delivery, protection of surrounding areas and installation of coating per the plans and manufacturer’s recommendations. All costs for labor, materials, tools, and equipment shall be included and no other payment will be made.

APPENDIX A CONSTRUCTION BMPs



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose Water conservation practices are activities that use water during the construction of a project in a manner that avoids causing erosion and/or the transport of pollutants off site.

Appropriate Applications

- Water conservation practices are implemented on all construction sites and wherever water is used.
- Applies to all construction projects.

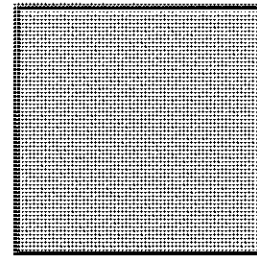
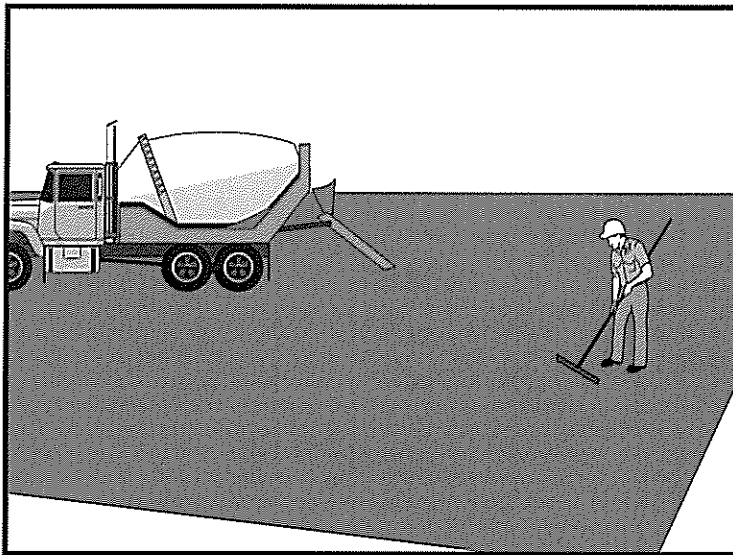
Limitations

- None identified.

Standards and Specifications

- Keep water equipment in good working condition.
- Stabilize water truck filling area.
- Repair water leaks promptly.
- Vehicles and equipment washing on the construction site is discouraged.
- Avoid using water to clean construction areas. Do not use water to clean pavement. Paved areas shall be swept and vacuumed.
- Direct construction water runoff to areas where it can infiltrate into the ground.
- Apply water for dust control in accordance with City approved methods.
- Report discharges to RE immediately.

- Maintenance and Inspection
- Inspect water equipment at least weekly.
 - Repair water equipment as needed.



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose Procedures and practices for conducting paving, saw cutting, and grinding operations to minimize the transport of pollutants to the storm drain system or receiving water body.

Appropriate Applications These procedures are implemented where paving, surfacing, resurfacing, grinding or sawcutting, may pollute storm water runoff or discharge to the storm drain system or watercourses.

Limitations

- Finer solids are not effectively removed by filtration systems.
- Paving opportunities may be limited during wet weather.

Standards and Specifications

- Substances used to coat asphalt transport trucks, asphalt trucks, and asphalt spreading equipment shall not contain soap and shall be non-foaming and non-toxic.
- Place plastic materials under asphaltic concrete (AC) paving equipment while not in use, to catch and/or contain drips and leaks. See also BMP WM-4, "Spill Prevention and Control."
- When paving involves AC, the following steps shall be implemented to prevent the discharge of uncompacted or loose AC, tack coats, equipment cleaners, or other paving materials:
 - Minimize sand and gravel from new asphalt from getting into storm drains, streets, and creeks by sweeping.
 - Old or spilled asphalt must be recycled or disposed as approved by the Resident Engineer (RE).

- AC grindings, pieces, or chunks used in embankments or shoulder backing must not be allowed to enter any storm drain or watercourses. Install silt fence until structure is stabilized or permanent controls are in place.
 - Collect and remove all broken asphalt and recycle when practical; otherwise, dispose using an approved method per City requirements.
 - Any AC chunks and pieces used in embankments must be placed above the water table and covered by at least 0.3 m (1 ft) of material.
 - During chip seal application and sweeping operations, petroleum or petroleum covered aggregate must not be allowed to enter any storm drain or water courses. Use silt fence until installation is complete.
 - Use only non-toxic substances to coat asphalt transport trucks and asphalt spreading equipment.
- Drainage inlet structures and manholes shall be covered with filter fabric during application of seal coat, tack coat, slurry seal, and/or fog seal.
 - Seal coat, tack coat, slurry seal, or fog seal shall not be applied if rainfall is predicted to occur during the application or curing period.
 - Paving equipment parked onsite shall be parked over plastic to prevent soil contamination.
 - Clean asphalt-coated equipment off-site whenever possible. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in BMP WM-5, "Solid Waste Management." Any cleaning onsite shall follow BMP NS-8, "Vehicle and Equipment Cleaning."
 - Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect and return to aggregate base stockpile, or dispose of properly.
 - Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in BMP WM-8, "Concrete Waste Management," or dispose of properly.
 - Do not allow saw-cut Portland Concrete Cement (PCC) slurry to enter storm drains or watercourses.

Pavement Grinding or Removal

- Residue from PCC grinding operations shall be picked up by means of a vacuum attachment to the grinding machine, shall not be allowed to flow across the pavement, and shall not be left on the surface of the pavement. See also BMP WM-8, "Concrete Waste Management;" and BMP WM-10, "Liquid Waste Management."

- Collect pavement digout material by mechanical or manual methods. This material may be recycled if approved by the RE for use as shoulder backing or base material at locations approved by the RE.
- If digout material cannot be recycled, transport the material back to a maintenance facility or approved storage site.
- Digout activities shall not be conducted in the rain.
- When approved by the RE, stockpile material removed from roadways away from drain inlets, drainage ditches, and watercourses and stored consistent with BMP WM-3, "Stockpile Management."
- Disposal or use of AC grindings shall be approved by the RE. See also BMP WM-8, "Concrete Waste Management."

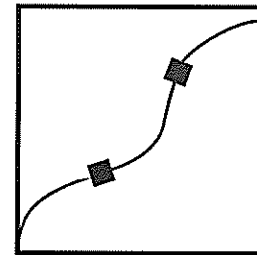
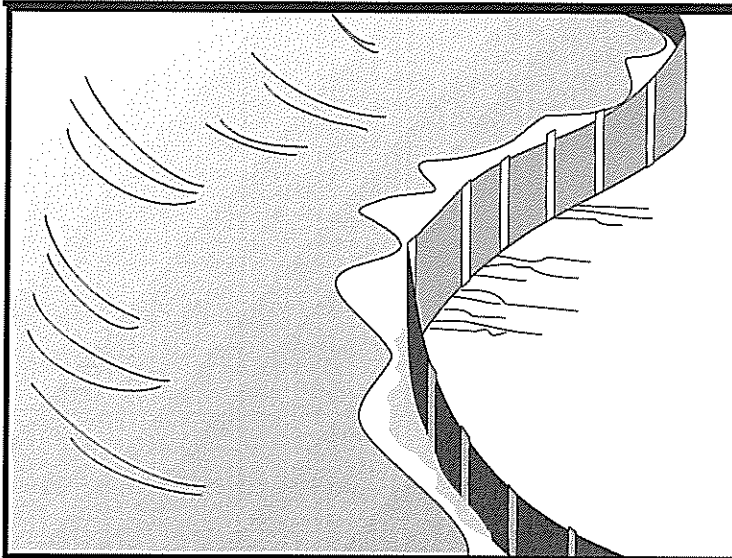
Thermoplastic Striping

- All thermoplastic striper and pre-heater equipment shutoff valves shall be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the storm water drainage system, or watercourses.
- The pre-heater shall be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move when the vehicle is deadheaded.
- Contractor shall not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- Clean truck beds daily of loose debris and melted thermoplastic. When possible recycle thermoplastic material. Thermoplastic waste shall be disposed of in accordance with City requirements.

Raised/Recessed Pavement Marker Application and Removal

- Do not transfer or load bituminous material near drain inlets, the storm water drainage system or watercourses.
- Melting tanks shall be loaded with care and not filled to beyond six inches from the top to leave room for splashing when vehicle is deadheaded.
- When servicing or filling melting tanks, ensure all pressure is released before removing lids to avoid spills.
- On large scale projects, use mechanical or manual methods to collect excess bituminous material from the roadway after removal of markers.

- Waste shall be disposed of in accordance with City approved methods.
- Maintenance and Inspection
 - Inspect and maintain machinery regularly to minimize leaks and drips.
 - Ensure that employees and subcontractors are implementing appropriate measures during paving operations.



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose

A silt fence is a temporary linear sediment barrier of permeable fabric designed to intercept and slow the flow of sediment-laden sheet flow runoff. Silt fences allow sediment to settle from runoff before water leaves the construction site.

Appropriate Applications

Silt fences are placed:

- Below the toe of exposed and erodible slopes.
- Down-slope of exposed soil areas.
- Around temporary stockpiles.
- Along streams and channels.
- Along the perimeter of a project.

Limitations

- Not effective unless trenched and keyed in.
- Not intended for use as mid-slope protection on slopes greater than 1:4 (V:H).
- Must be maintained.
- Must be removed and disposed of.
- Don't use below slopes subject to creep, slumping, or landslides.
- Don't use in streams, channels, drain inlets, or anywhere flow is concentrated.
- Don't use silt fences to divert flow.

Standards and Specifications *Design and Layout*

- The maximum length of slope draining to any point along the silt fence shall be 61 m (200 ft) or less.
- Slope of area draining to silt fence shall be less than 1:1 (V:H).
- Limit to locations suitable for temporary ponding or deposition of sediment.
- Fabric life span generally limited to between five and eight months. Longer periods may require fabric replacement.
- Silt fences shall not be used in concentrated flow areas.
- Lay out in accordance with Pages 5 and 6 of this BMP.
- For slopes steeper than 1:2 (V:H) and that contain a high number of rocks or large dirt clods that tend to dislodge, it may be necessary to install additional protection immediately adjacent to the bottom of the slope, prior to installing silt fence. Additional protection may be a chain link fence or a cable fence.
- For slopes adjacent to water bodies or Environmentally Sensitive Areas (ESAs), additional temporary soil stabilization BMPs shall be used.

Materials

- Silt fence fabric shall be woven polypropylene with a minimum width of 900 mm (36 inches) and a minimum tensile strength of 0.45-kN. The fabric shall conform to the requirements in ASTM designation D4632 and shall have an integral reinforcement layer. The reinforcement layer shall be a polypropylene, or equivalent, net provided by the manufacturer. The permittivity of the fabric shall be between 0.1 sec^{-1} and 0.15 sec^{-1} in conformance with the requirements in ASTM designation D4491.
- Wood stakes shall be commercial quality lumber of the size and shape shown on the plans. Each stake shall be free from decay, splits or cracks longer than the thickness of the stake or other defects that would weaken the stakes and cause the stakes to be structurally unsuitable.
- Bar reinforcement may be used, and its size shall be equal to a number four (4) or greater. End protection shall be provided for any exposed bar reinforcement.
- Staples used to fasten the fence fabric to the stakes shall be not less than 45 mm (1.75 inches) long and shall be fabricated from 1.57 mm (0.06 inch) or heavier wire. The wire used to fasten the tops of the stakes together when joining two sections of fence shall be 3.05 mm (0.12 inch) or heavier wire.

Galvanizing of the fastening wire is not required.

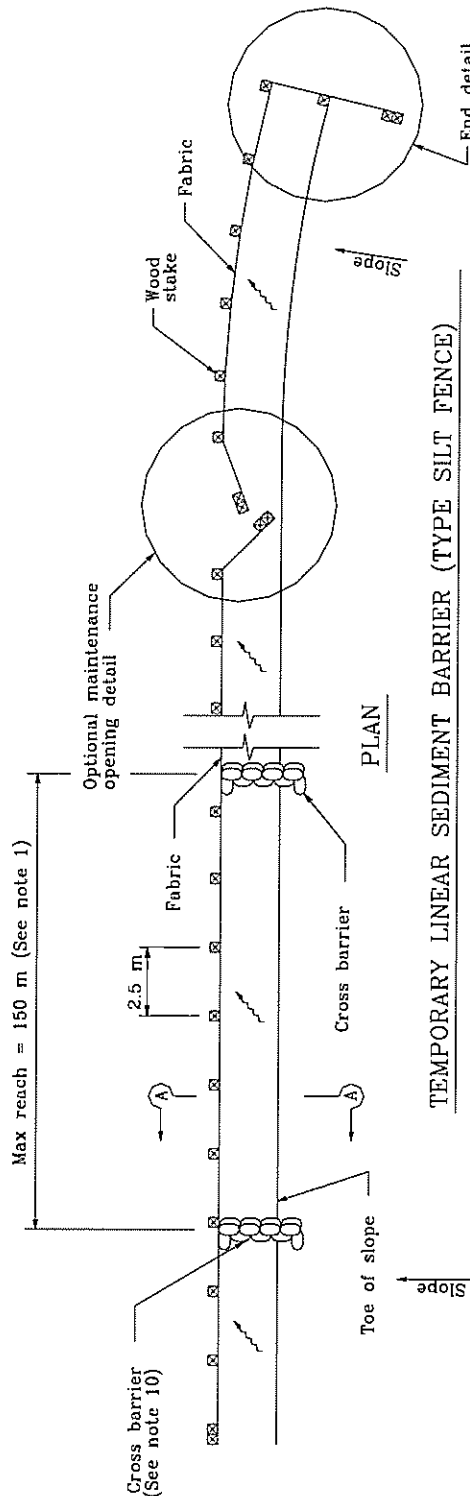
Installation

- Generally, silt fences shall be used in conjunction with soil stabilization source controls up slope to provide effective erosion and sediment control.
- Bottom of the silt fence shall be keyed-in a minimum of 150 mm (12 inches).
- Trenches shall not be excavated wider and deeper than necessary for proper installation of the temporary linear sediment barriers.
- Excavation of the trenches shall be performed immediately before installation of the temporary linear sediment barriers.
- Construct silt fences with a set-back of at least 1m (3 ft) from the toe of a slope. Where a silt fence is determined to be not practical due to specific site conditions, the silt fence may be constructed at the toe of the slope, but shall be constructed as far from the toe of the slope as practical.
- Construct the length of each reach so that the change in base elevation along the reach does not exceed 1/3 the height of the barrier; in no case shall the reach exceed 150 meters (490 ft).
- Cross barriers shall be a minimum of 1/3 and a maximum of 1/2 the height of the linear barrier.
- Install in accordance with Pages 5 and 6 of this BMP.

Maintenance and Inspection

- Repair undercut silt fences.
- Repair or replace split, torn, slumping, or weathered fabric.
- Inspect silt fence when rain is forecast. Perform necessary maintenance, or maintenance required by the Resident Engineer (RE).
- Inspect silt fence following rainfall events. Perform maintenance as necessary, or as required by the RE.
- Maintain silt fences to provide an adequate sediment holding capacity. Sediment shall be removed when the sediment accumulation reaches one-third (1/3) of the barrier height. Removed sediment shall be incorporated in the project at locations designated by the RE.
- Silt fences that are damaged and become unsuitable for the intended purpose, as determined by the RE, shall be removed from the site of work and replaced with new silt fence barriers.
- Holes, depressions or other ground disturbance caused by the removal of the temporary silt fences shall be backfilled and repaired.

-
- Remove silt fence when no longer needed or as required by the RE. Fill and compact post holes and anchorage trench, remove sediment accumulation, and grade fence alignment to blend with adjacent ground.



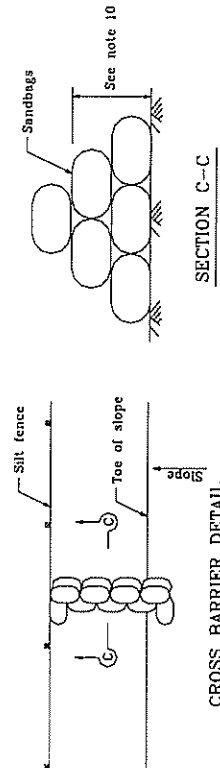
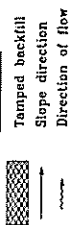
TEMPORARY LINEAR SEDIMENT BARRIER (TYPE SILT FENCE)



NOTES

1. Construct the length of each reach so that the change in base elevation along the reach does not exceed 1/3 the height of the linear barrier, in no case shall the reach length exceed 150m.
2. The last 2.5 m of fence shall be turned up slope.
3. Stake dimensions are nominal.
4. Dimension may vary to fit field condition.
5. Stakes shall be spaced at 2.5 m maximum and shall be positioned on downstream side of fence.
6. Stakes to overlap and fence fabric to fold around each stake one full turn. Secure fabric to stake with 4 staples.
7. Stakes shall be driven tightly together to prevent potential flow-through of sediment at joint. The tops of the stakes shall be secured with wire.
8. For end stake, fence fabric shall be folded around two stakes one full turn and secured with 4 staples.
9. Minimum 4 staples per stake. Dimensions shown are typical.
10. Cross barriers shall be a minimum of 1/3 and a maximum of 1/2 the height of the linear barrier.
11. Maintenance openings shall be constructed in a manner to ensure sediment remains behind silt fence.
12. Joining sections shall not be placed at sump locations.
13. Sandbag rows and layers shall be offset to eliminate gaps.

LEGEND

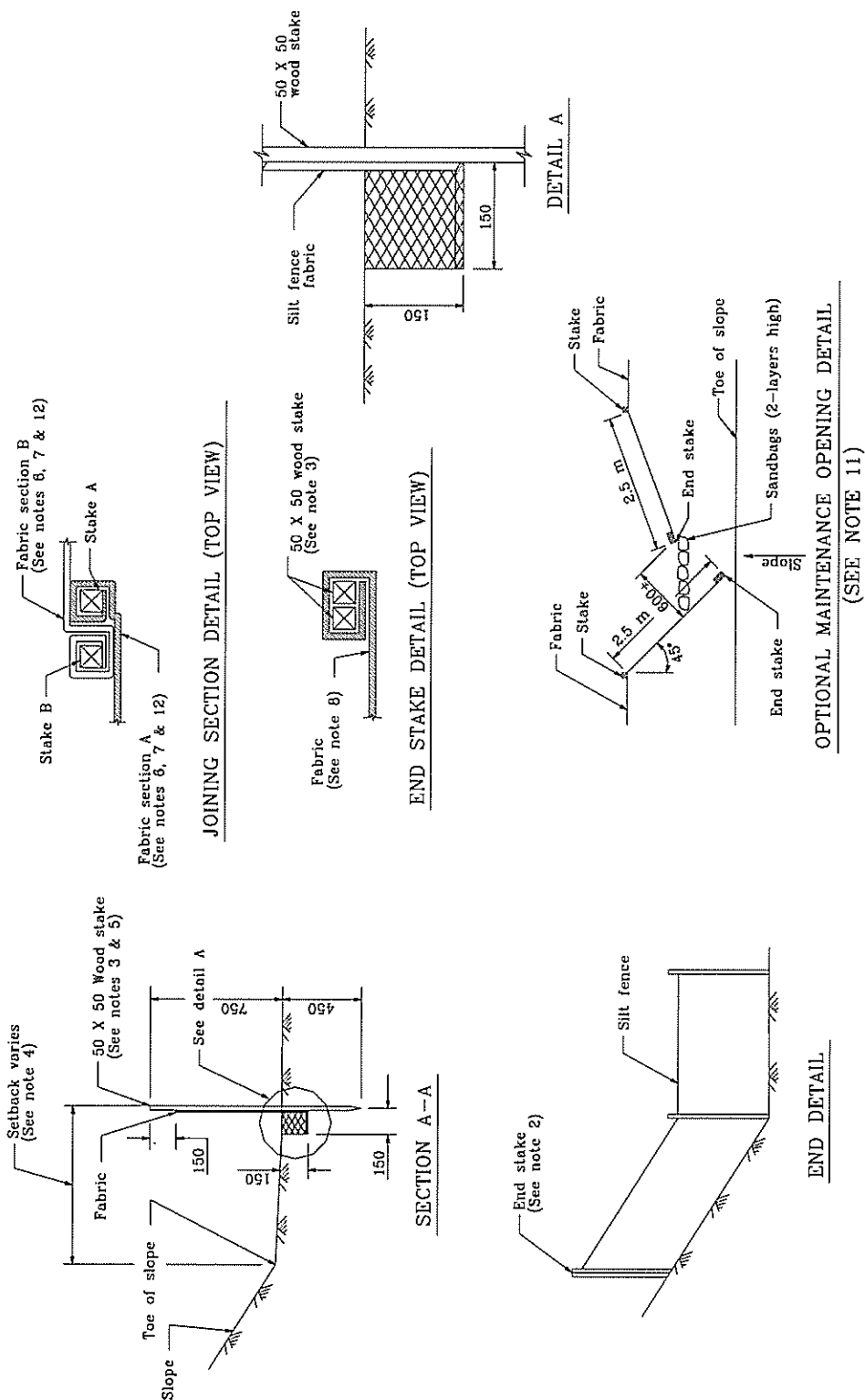


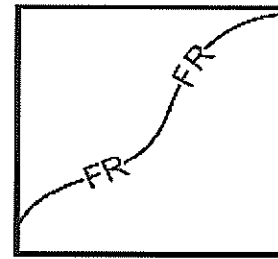
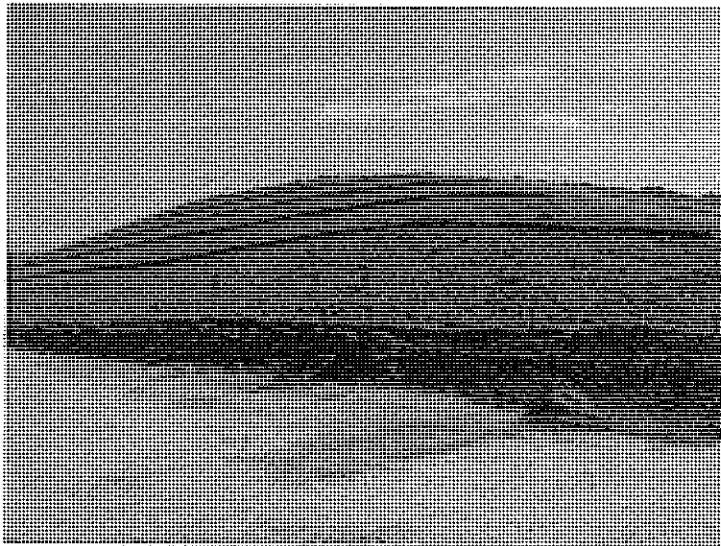
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TEMPORARY LINEAR SEDIMENT BARRIER (TYPE SILT FENCE)

NO SCALE

ALL DIMENSIONS ARE IN
MILLIMETERS UNLESS OTHERWISE SHOWN





Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose

A fiber roll consists of wood excelsior, rice or wheat straw, or coconut fibers that is rolled or bound into a tight tubular roll and placed on the toe and face of slopes to intercept runoff, reduce its flow velocity, release the runoff as sheet flow and provide removal of sediment from the runoff. Fiber rolls may also be used for inlet protection and as check dams under certain situations.

Appropriate Applications

- This BMP may be implemented on a project-by-project basis with other BMPs when determined necessary and feasible by the RE.
- Along the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow.

Limitations

- Although fiber rolls provide some sediment removal, this BMP is not to be used in place of a linear sediment barrier (i.e. a silt fence, gravelbag barrier, or rice straw bale barrier.)

Standards and Specifications

Fiber Roll Materials

- Fiber rolls shall be either:
 - (1) Prefabricated rolls.
 - (2) Rolled tubes of erosion control blanket.

Assembly of Field Rolled Fiber Roll

- Roll length of erosion control blanket into a tube of minimum 200 mm (8 in) diameter.

- Bind roll at each end and every 1.2 m (4 ft) along length of roll with jute-type twine.

Installation

- Locate fiber rolls on level contro space 2.4 to 6.0 m (8 to 20ft) along the face of slope, or as required by the RE.
- Stake fiber rolls into a 50 to 100 mm (2 to 4 in) trench.
- Drive stakes at the end of each fiber roll and spaced 600 mm (2 ft) apart if Type 2 installation is used (refer to Page 4). Otherwise, space stakes 1.2 m (4 ft) maximum on center if installed as shown on Pages 5 and 6.
- Use wood stakes with a nominal classification of 19 by 19 mm (3/4 by 3/4 in), and minimum length of 600 mm (24 in).
- If more than one fiber roll is placed in a row, the rolls shall be overlapped; not abutted.

Removal

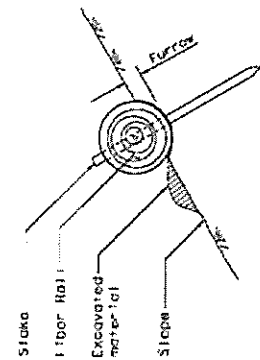
- Fiber rolls are typically left in place.
- If fiber rolls are removed, collect and dispose of sediment accumulation, and fill and compact holes, trenches, depressions or any other ground disturbance to blend with adjacent ground.

Maintenance and Inspection

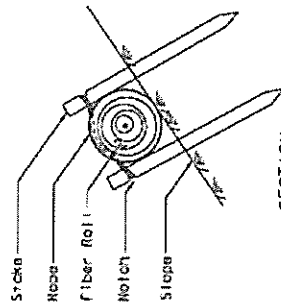
- Repair or replace split, torn, unraveling, or slumping fiber rolls.
- Inspect fiber rolls when rain is forecast. Perform maintenance as needed or as required by the RE.
- Inspect fiber rolls following rainfall events and at least daily during prolonged rainfall. Perform maintenance as needed or as required by the RE.

Fiber Rolls

SC-5

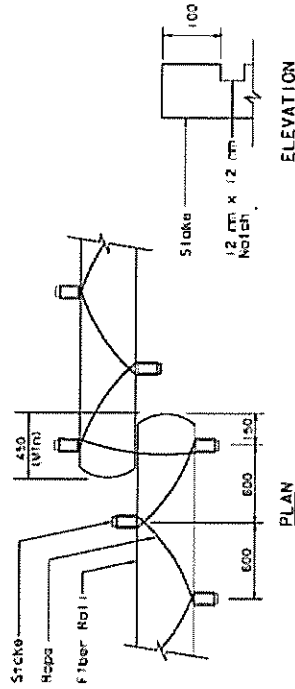


SECTION
TEMPORARY FIBER ROLL
(TYPE 1)



SECTION

TEMPORARY FIBER ROLL
(TYPE 2)

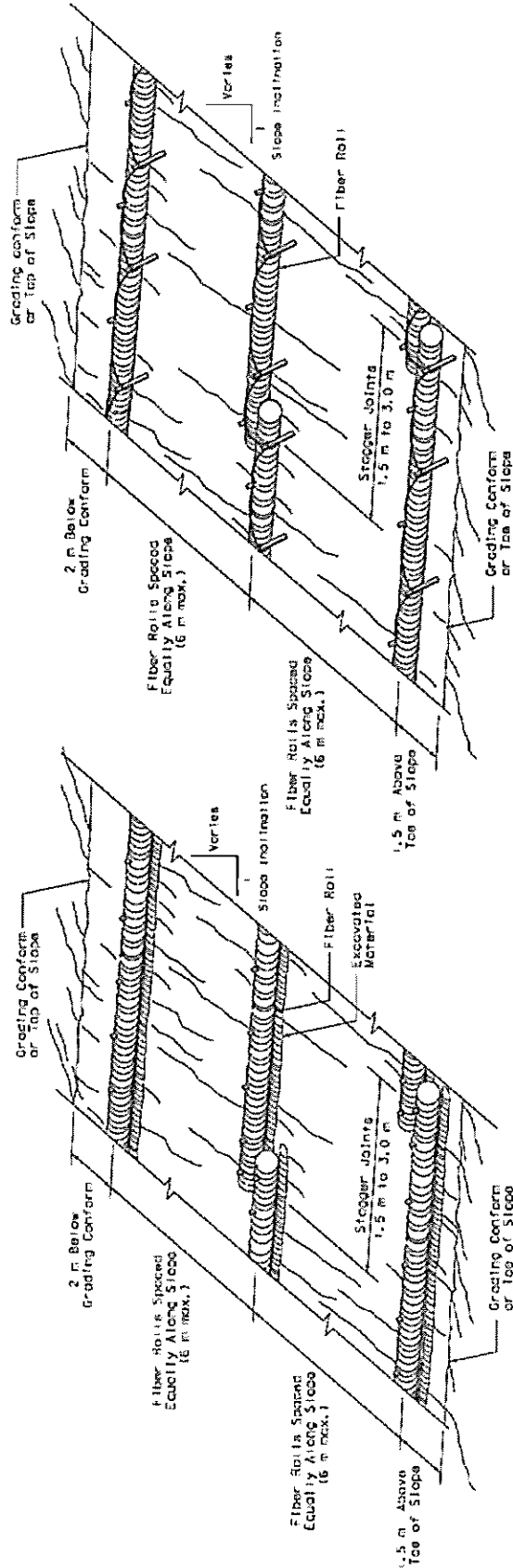


PLAN

TEMPORARY FIBER ROLL
(TYPE 2)

NOTE
1. Temporary fiber roll spacing varies depending upon slope inclination.

NOTCH DETAIL

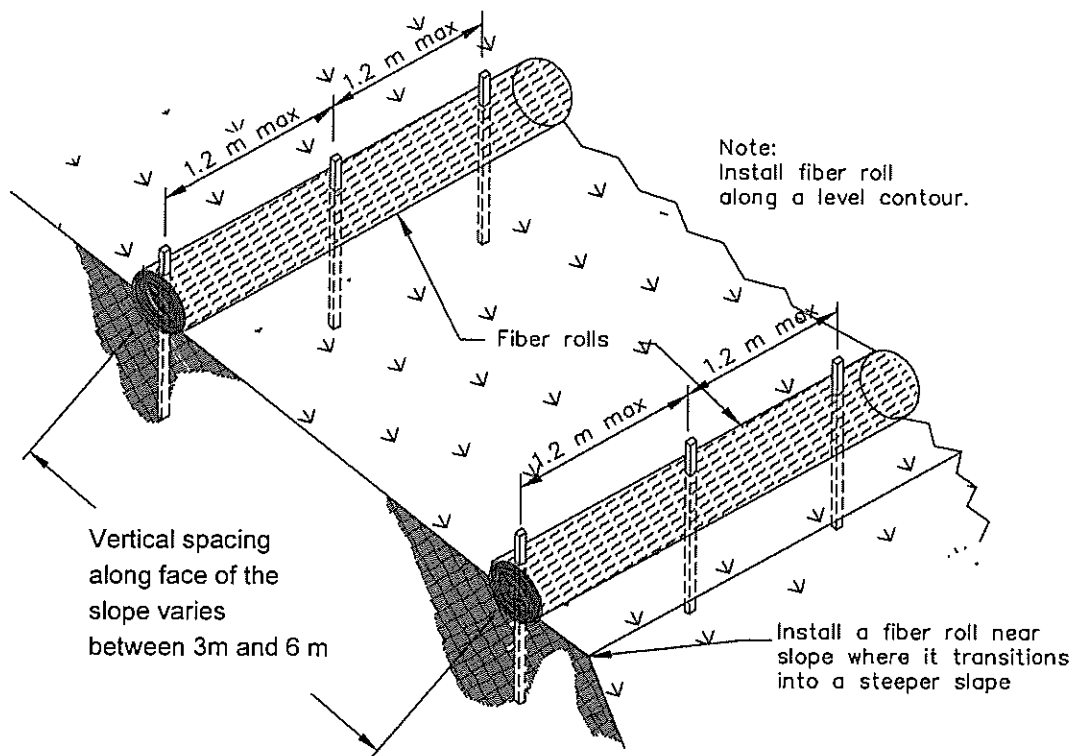


PERSPECTIVE

TEMPORARY FIBER ROLL (TYPE 1)

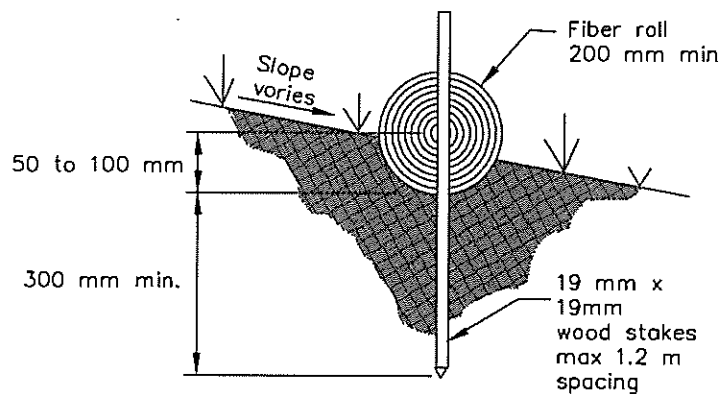
PERSPECTIVE

TEMPORARY FIBER ROLL (TYPE 2)



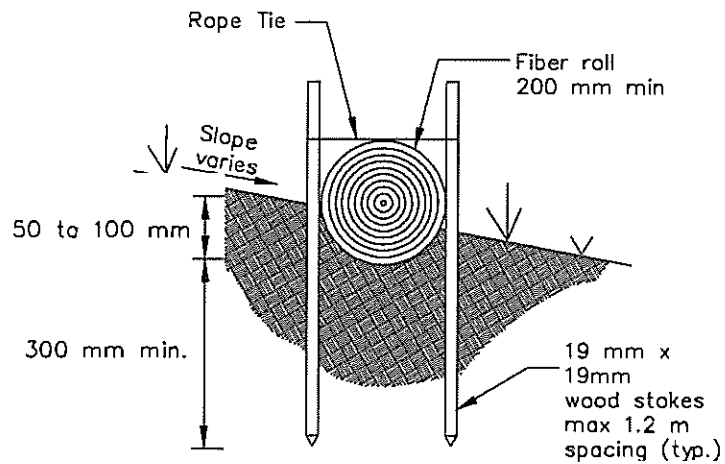
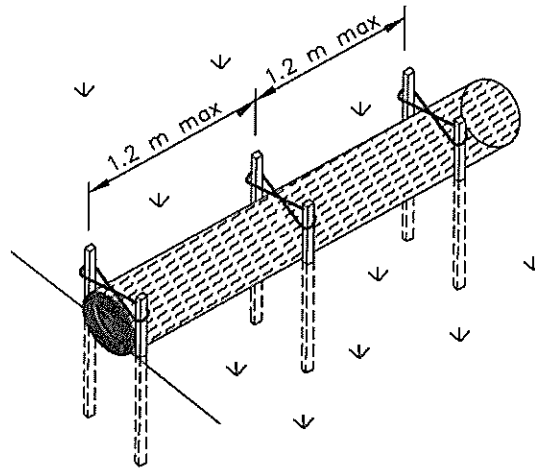
TYPICAL FIBER ROLL INSTALLATION

N.T.S.



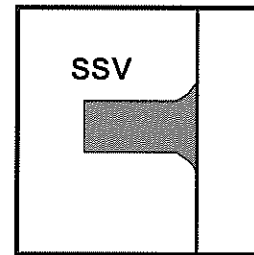
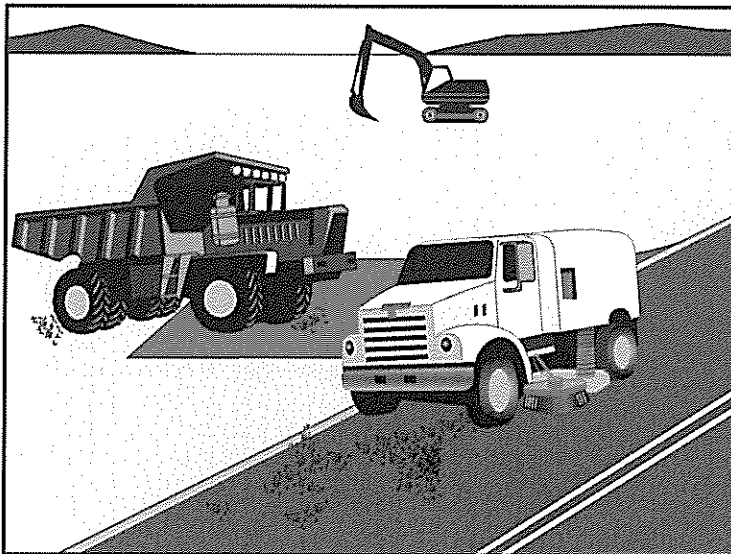
ENTRENCHMENT DETAIL

N.T.S.



OPTIONAL ENTRENCHMENT DETAIL

N.T.S.



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose Practices to remove tracked sediment to prevent the sediment from entering a storm drain or watercourse.

Appropriate Applications These practices are implemented anywhere sediment is tracked from the project site onto public or private paved roads, typically at points of ingress/egress.

Limitations Sweeping and vacuuming may not be effective when soil is wet or muddy.

Standards and Specifications

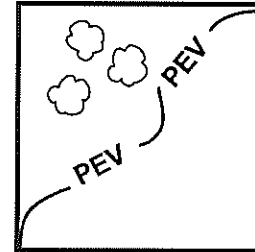
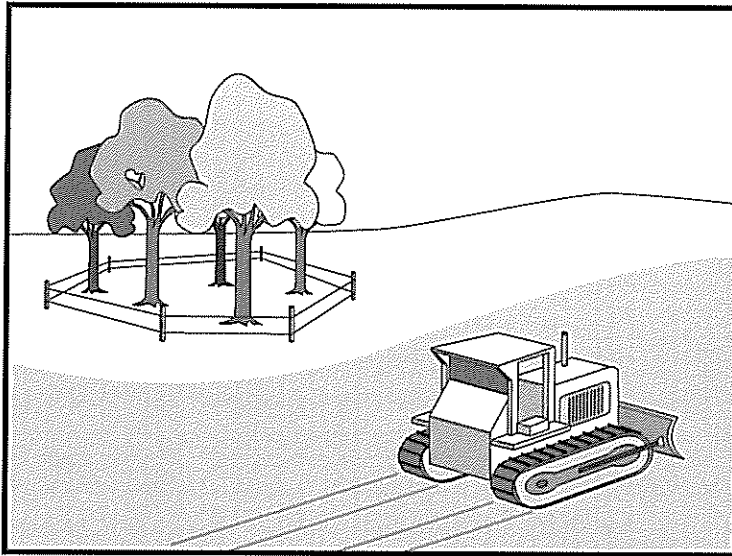
- Kick brooms or sweeper attachments shall not be used.
- Inspect potential sediment tracking locations daily.
- Visible sediment tracking shall be swept and/or vacuumed daily.
- If not mixed with debris or trash, consider incorporating the removed sediment back into the project.

Maintenance and Inspection

- Inspect ingress/egress access points daily and sweep tracked sediment as needed, or as required by the Resident Engineer (RE).
- Be careful not to sweep up any unknown substance or any object that may be potentially hazardous.
- Adjust brooms frequently; maximize efficiency of sweeping operations.
- After sweeping is finished, properly dispose of sweeper wastes at an approved dumpsite.

Preservation of Existing Vegetation*

SS-2



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose Preservation of existing vegetation is the identification and protection of desirable vegetation that provides erosion and sediment control benefits.

- Appropriate Applications**
- Preserve existing vegetation at areas on a site where no construction activity is planned or will occur at a later date.
 - On a year-round basis, temporary fencing shall be provided prior to the commencement of clearing and grubbing operations or other soil-disturbing activities in areas.
 - Clearing and grubbing operations should be staged to preserve existing vegetation.

Limitations Protection of existing vegetation requires planning, and may limit the area available for construction activities.

Standards and Specifications

Timing

- Preservation of existing vegetation shall be provided prior to the commencement of clearing and grubbing operations or other soil-disturbing activities in areas identified on the plans to be preserved, especially on areas designated as Environmentally Sensitive Areas (ESAs).
- Preservation of existing vegetation shall conform to scheduling requirements set forth in the special provisions.

Design and Layout

- Mark areas to be preserved with temporary fencing made of orange polypropylene that is stabilized against ultraviolet light. The temporary fencing shall be at least 1 meter (3.2. ft) tall and shall have openings not larger than 50 mm by 50 mm (2 in by 2 in).
- Fence posts shall be either wood or metal, at the Contractor's discretion, as



appropriate for the intended purpose. The post spacing and depth shall be adequate to completely support the fence in an upright position.

- Minimize the disturbed areas by locating temporary roadways to avoid stands of trees and shrubs and to follow existing contours to reduce cutting and filling.
- Consider the impact of grade changes to existing vegetation and the root zone.

Installation

- Construction materials, equipment storage, and parking areas shall be located where they will not cause root compaction.
- Keep equipment away from trees to prevent trunk and root damage.
- Maintain existing irrigation systems.
- Employees and subcontractors shall be instructed to honor protective devices. No heavy equipment, vehicular traffic, or storage piles of any construction materials shall be permitted within the drip line of any tree to be retained. Removed trees shall not be felled, pushed, or pulled into any retained trees. Fires shall not be permitted within 30 m (100 ft) of the drip line of any retained trees. Any fires shall be of limited size, and shall be kept under continual surveillance. No toxic or construction materials (including paint, acid, nails, gypsum board, chemicals, fuels, and lubricants) shall be stored within 15 m (50 ft) of the drip line of any retained trees, nor disposed of in any way which would injure vegetation.

Trenching and Tunneling

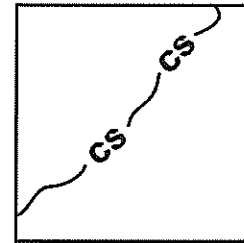
- Trenching shall be as far away from tree trunks as possible, usually outside of the tree drip line or canopy. Curve trenches around trees to avoid large roots or root concentrations. If roots are encountered, consider tunneling under them. When trenching and/or tunneling near or under trees to be retained, tunnels shall be at least 450 mm (18 in) below the ground surface, and not below the tree center to minimize impact on the roots.
- Tree roots shall not be left exposed to air; they shall be covered with soil as soon as possible, protected, and kept moistened with wet burlap or peat moss until the tunnel and/or trench can be completed.
- The ends of damaged or cut roots shall be cut off smoothly.
- Trenches and tunnels shall be filled as soon as possible. Careful filling and tamping will eliminate air spaces in the soil which can damage roots.
- Remove any trees intended for retention if those trees are damaged seriously enough to affect their survival. If replacement is desired or required, the new tree shall be of similar species, and at least 50 mm (2 in) caliper, unless

otherwise required by the contract documents.

- After all other work is complete, fences and barriers shall be removed last. This is because protected trees may be destroyed by carelessness during the final cleanup and landscaping.

Maintenance and Inspection During construction, the limits of disturbance shall remain clearly marked at all times. Irrigation or maintenance of existing vegetation shall conform to the requirements in the landscaping plan. If damage to protected trees still occurs, maintenance guidelines described below shall be followed:

- Serious tree injuries shall be attended to by an arborist.
- During construction, the City Planner shall be contacted to ensure that ESAs are protected.



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose

Stockpile management procedures and practices are designed to reduce or eliminate air and storm water pollution from stockpiles of soil, and paving materials such as portland cement concrete (PCC) rubble, asphalt concrete (AC), asphalt concrete rubble, aggregate base, aggregate subbase or pre-mixed aggregate, asphalt binder (so called “cold mix” asphalt) and pressure treated wood.

Appropriate Applications

Implemented in all projects that stockpile soil and other materials.

Limitations

- None identified

Standards and Specifications

- Protection of stockpiles is a year-round requirement.
- Locate stockpiles a minimum of 15 m (50 ft) away from concentrated flows of storm water, drainage courses, and inlets.
- Implement wind erosion control practices as appropriate on all stockpiled material. For specific information see BMP WE-1, “Wind Erosion Control.”
- Stockpiles of contaminated soil shall be managed in accordance with BMP WM-7, “Contaminated Soil Management.”
- Bagged materials should be placed on pallets and under cover.

Protection of Non-Active Stockpiles

Non-active stockpiles of the identified materials shall be protected further as follows:

■ *Soil stockpiles:*

- During the rainy seasons, soil stockpiles shall be covered or protected with soil stabilization measures and a temporary perimeter sediment barrier at all times.
- During the non-rainy season, soil stockpiles shall be covered and protected with a temporary perimeter sediment barrier prior to the onset of precipitation.

■ *Stockpiles of portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate subbase:*

- During the rainy season, the stockpiles shall be covered or protected with a temporary perimeter sediment barrier at all times.
- During the non-rainy season, the stockpiles shall be covered or protected with a temporary perimeter sediment barrier prior to the onset of precipitation.

■ *Stockpiles of “cold mix”:*

- During the rainy season, cold mix stockpiles shall be placed on and covered with plastic or comparable material at all times.
- During the non-rainy season, cold mix stockpiles shall be placed on and covered with plastic or comparable material prior to the onset of precipitation.

■ *Stockpiles/Storage of pressure treated wood with copper, chromium, and arsenic or ammonical, copper, zinc, and arsenate:*

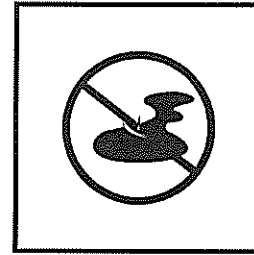
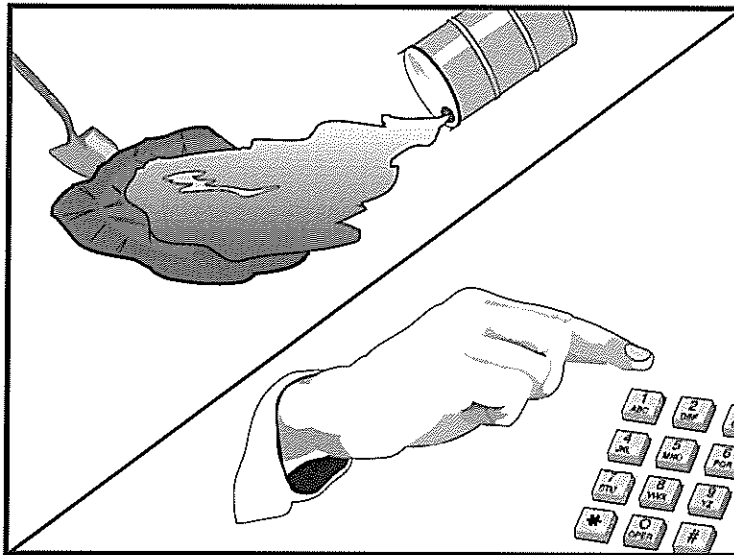
- During the rainy season, treated wood shall be covered with plastic or comparable material at all times.
- During the non-rainy season, treated wood shall be covered with plastic or comparable material and shall be placed on pallets prior to the onset of precipitation.

Protection of Active Stockpiles

Active stockpiles of the identified materials shall be protected further as follows:

- All stockpiles shall be covered, stabilized, or protected with a temporary linear sediment barrier prior to the onset of precipitation.
- Stockpiles of “cold mix” shall be placed on and covered with plastic or comparable material prior to the onset of precipitation.

- Maintenance and Inspections ■ Repair and/or replace perimeter controls and covers as needed, or as directed by the RE, to keep them functioning properly.



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose These procedures and practices are implemented to prevent and control spills in a manner that minimizes or prevents the discharge of spilled material to the drainage system or watercourses.

Appropriate Application This best management practice (BMP) applies to all construction projects. Spill control procedures are implemented anytime chemicals and/or hazardous substances are stored. Substances may include, but are not limited to:

- Soil stabilizers/binders.
- Dust Palliatives.
- Herbicides.
- Growth inhibitors.
- Fertilizers.
- Deicing/anti-icing chemicals.
- Fuels.
- Lubricants.
- Other petroleum distillates.

To the extent that the work can be accomplished safely, spills of oil, petroleum products, substances listed under 40 CFR parts 110, 117, and 302, and sanitary and septic wastes shall be contained and cleaned up immediately.

Limitations ■ This BMP only applies to spills caused by the contractor.

- Procedures and practices presented in this BMP are general. Contractor shall identify appropriate practices for the specific materials used or stored on-site.

Standards and Specifications

- To the extent that it doesn't compromise clean up activities, spills shall be covered and protected from storm water run-on during rainfall.
- Spills shall not be buried or washed with water.
- Used clean up materials, contaminated materials, and recovered spill material that is no longer suitable for the intended purpose shall be stored and disposed of in conformance with the special provisions.
- Water used for cleaning and decontamination shall not be allowed to enter storm drains or watercourses and shall be collected and disposed of in accordance with BMP WM-10, "Liquid Waste Management."
- Water overflow or minor water spillage shall be contained and shall not be allowed to discharge into drainage facilities or watercourses.
- Proper storage, clean-up and spill reporting instruction for hazardous materials stored or used on the project site shall be posted at all times in an open, conspicuous and accessible location.
- Waste storage areas shall be kept clean, well organized and equipped with ample clean-up supplies as appropriate for the materials being stored. Perimeter controls, containment structures, covers and liners shall be repaired or replaced as needed to maintain proper function.

Education

- Educate employees and subcontractors on what a "significant spill" is for each material they use, and what is the appropriate response for "significant" and "insignificant" spills.
- Educate employees and subcontractors on potential dangers to humans and the environment from spills and leaks.
- Hold regular meetings to discuss and reinforce appropriate disposal procedures (incorporate into regular safety meetings).
- Establish a continuing education program to indoctrinate new employees.
- The Contractor's Water Pollution Control Manager (WPCM) shall oversee and enforce proper spill prevention and control measures.

Cleanup and Storage Procedures

■ Minor Spills

- Minor spills typically involve small quantities of oil, gasoline, paint, etc., which can be controlled by the first responder at the discovery of the spill.
- Use absorbent materials on small spills rather than hosing down or burying the spill.
- Remove the absorbent materials promptly and dispose of properly.
- The practice commonly followed for a minor spill is:
 - Contain the spread of the spill.
 - Recover spilled materials.
 - Clean the contaminated area and/or properly dispose of contaminated materials.

■ Semi-Significant Spills

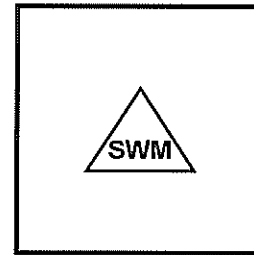
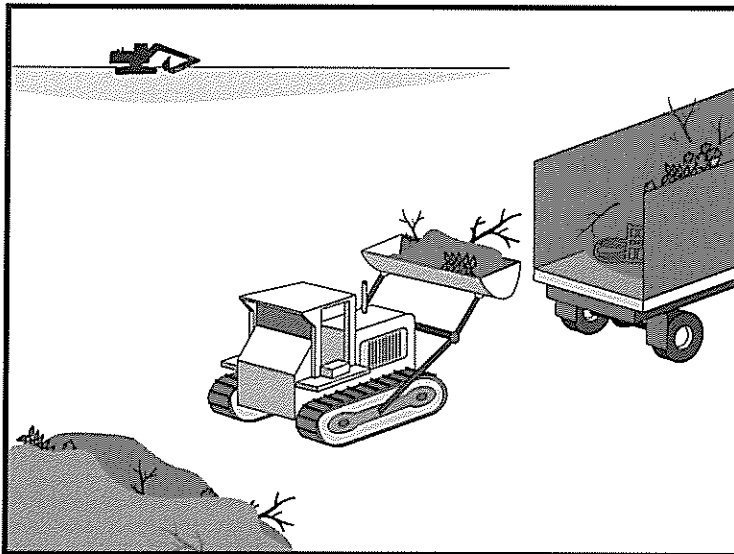
- Semi-significant spills still can be controlled by the first responder along with the aid of other personnel such as laborers and the foreman, etc. This response may require the cessation of all other activities.
- Clean up spills immediately:
 - Notify the project foreman immediately. The foreman shall notify the Resident Engineer (RE).
 - Contain spread of the spill.
 - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely.
 - If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil.
 - If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

■ Significant/Hazardous Spills

- For significant or hazardous spills that cannot be controlled by personnel in the immediate vicinity, the following steps shall be taken:
 - Notify the RE immediately and follow up with a written report.
 - Notify the local emergency response by dialing 911. In addition to 911, the contractor will notify the proper county officials. It is the contractor's responsibility to have all emergency phone numbers at the construction site.
 - Notify the Governor's Office of Emergency Services Warning Center, (805) 852-7550.
 - For spills of federal reportable quantities, in conformance with the requirements in 40 CFR parts 110, 119, and 302, the contractor shall notify the National Response Center at (800) 424-8802.
 - Notification shall first be made by telephone and followed up with a written report.
 - The services of a spills contractor or a Haz-Mat team shall be obtained immediately. Construction personnel shall not attempt to clean up the spill until the appropriate and qualified staff have arrived at the job site.
 - Other agencies which may need to be consulted include, but are not limited to, the Fire Department, the Public Works Department, the Coast Guard, the Highway Patrol, the City/County Police Department, Department of Toxic Substances, California Division of Oil and Gas, Cal/OSHA, RWQCB, etc.

Maintenance and Inspection

- Verify weekly that spill control clean up materials are located near material storage, unloading, and use areas.
- Update spill prevention and control plans and stock appropriate clean-up materials whenever changes occur in the types of chemicals used or stored onsite.



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose

Solid waste management procedures and practices are designed to minimize or eliminate the discharge of pollutants to the drainage system or to watercourses as a result of the creation, stockpiling, or removal of construction site wastes.

Appropriate Applications

Solid waste management procedures and practices are implemented on all construction projects that generate solid wastes.

Solid wastes include but are not limited to:

- Construction wastes including brick, mortar, timber, steel and metal scraps, sawdust, pipe and electrical cuttings, non-hazardous equipment parts, styrofoam and other materials used to transport and package construction materials.
- Highway planting wastes, including vegetative material, plant containers, and packaging materials.
- Litter, including food containers, beverage cans, coffee cups, paper bags, plastic wrappers, and smoking materials, including litter generated by the public.

Limitations

- Temporary stockpiling of certain construction wastes may not necessitate stringent drainage related controls during the non-rainy season or in desert areas with low rainfall.

Standards and Specifications

Education

- The Contractor shall oversee and enforce proper solid waste procedures and practices.
- Instruct employees and subcontractors on identification of solid waste and

hazardous waste.

- Educate employees and subcontractors on solid waste storage and disposal procedures.
- Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings).
- Require that employees and subcontractors follow solid waste handling and storage procedures.
- Prohibit littering by employees, subcontractors, and visitors.
- Wherever possible, minimize production of solid waste materials.

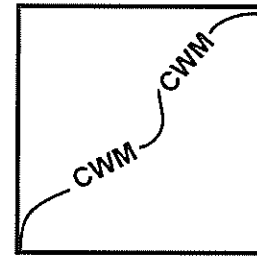
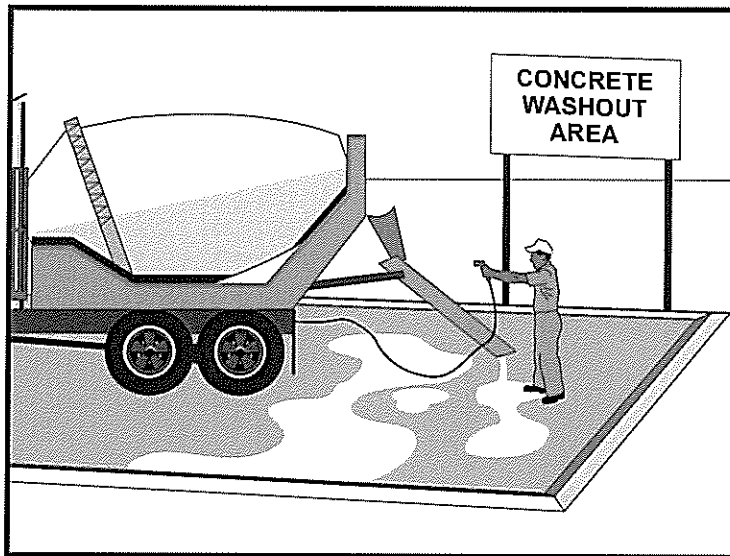
Collection, Storage, and Disposal

- Dumpsters of sufficient size and number shall be provided to contain the solid waste generated by the project and properly serviced.
- Littering on the project site shall be prohibited.
- To prevent clogging of the storm drainage system litter and debris removal from drainage grates, trash racks, and ditch lines shall be a priority.
- Trash receptacles shall be provided in the Contractor's yard, field trailer areas, and at locations where workers congregate for lunch and break periods.
- Construction debris and litter from work areas within the construction limits of the project site shall be collected and placed in watertight dumpsters at least weekly regardless of whether the litter was generated by the Contractor, the public, or others. Collected litter and debris shall not be placed in or next to drain inlets, storm water drainage systems or watercourses.
- Full dumpsters shall be removed from the project site and the contents shall be disposed of at a proper location.
- Litter stored in collection areas and containers shall be handled and disposed of by trash hauling contractors.
- Construction debris and waste shall be removed from the site every two weeks or as directed by the RE.
- Construction material visible to the public shall be stored or stacked in an orderly manner to the satisfaction of the RE.
- Storm water run-on shall be prevented from contacting stored solid waste through the use of berms, dikes, or other temporary diversion structures or through the use of measures to elevate waste from site surfaces.

- Solid waste storage areas shall be located at least 15 m (50 ft) from drainage facilities and watercourses and shall not be located in areas prone to flooding or ponding.
- Except during fair weather, construction and highway planting waste not stored in watertight dumpsters shall be securely covered from wind and rain by covering the waste with tarps or plastic sheeting or protected in conformance with the applicable Disturbed Soil Area protection section.
- Dumpster washout on the project site is not allowed.
- Notify trash hauling contractors that only watertight dumpsters are acceptable for use on-site.
- Plan for additional containers during the demolition phase of construction.
- Plan for more frequent pickup during the demolition phase of construction.
- Construction waste shall be stored in a designated area approved by the RE.
- Segregate potentially hazardous waste from non-hazardous construction site waste.
- Keep the site clean of litter debris.
- Make sure that toxic liquid wastes (e.g., used oils, solvents, and paints) and chemicals (e.g., acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.
- Dispose of non-hazardous waste in accordance with standard practices and state laws.
- For disposal of hazardous waste, see BMP WM-6, "Hazardous Waste Management." Have hazardous waste hauled to an appropriate disposal and/or recycling facility.
- Salvage or recycle useful vegetation debris, packaging and/or surplus building materials when practical. For example, trees and shrubs from land clearing can be converted into wood chips, then used as mulch on graded areas. Wood pallets, cardboard boxes, and construction scraps can also be recycled.

Maintenance and Inspection

- The Contractor shall monitor onsite solid waste storage and disposal procedures.
- Police site for litter and debris.



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose These are procedures and practices that are designed to minimize or eliminate the discharge of concrete waste materials to the storm drain systems or watercourses.

- Appropriate Applications**
- Concrete waste management procedures and practices are implemented on construction projects where concrete is used as a construction material or where concrete dust and debris result from demolition activities.
 - Where slurries containing portland cement concrete (PCC) or asphalt concrete (AC) are generated, such as from sawcutting, coring, grinding, grooving, and hydro-concrete demolition.
 - Where concrete trucks and other concrete-coated equipment are washed on site, when approved by the Resident Engineer (RE). See also NS-8, "Vehicle and Equipment Cleaning."
 - Where mortar-mixing stations exist.

Limitations ■ None identified.

Standards and Specifications

Education

- Educate employees, subcontractors, and suppliers on the concrete waste management techniques described herein.
- The Contractor's Water Pollution Control Manager (WPCM) shall oversee and enforce concrete waste management procedures.

Concrete Slurry Wastes

- PCC and AC waste shall not be allowed to enter storm drains or watercourses.
- PCC and AC waste shall be collected and disposed of in an approved manner.

- Dispose of hardened PCC and AC waste at an approved dumpsite.
- A sign shall be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators to utilize the proper facilities as shown on Page 6.
- A foreman and/or construction supervisor shall monitor onsite concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are implemented.
- Do not allow saw-cut PCC slurry to enter storm drains or watercourses. See also BMP NS-3, "Paving and Grinding Operations;" and BMP WM-10, "Liquid Waste Management." Residue from grinding operations shall be picked up by means of a vacuum attachment to the grinding machine. Saw cutting residue shall not be allowed to flow across the pavement, and shall not be left on the surface of the pavement.
- Vacuum slurry residue and dispose in a temporary facility (as described in Onsite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures, below) and allow slurry to dry. Dispose of dry slurry residue in accordance with BMP WM-5, "Solid Waste Management", or, for on-site disposal, in accordance with a City approved method.
- Collect and dispose of residue from grooving and grinding operations in accordance with Standard Specifications Section 42-1.02 and 42-2.02.

Onsite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures

- Temporary concrete washout facilities shall be located a minimum of 15 m (50 ft) from storm drain inlets, open drainage facilities, and watercourses, unless determined infeasible by the RE. Each facility shall be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign shall be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities. The sign shall be installed as shown on the plans and in conformance with City requirements.
- Temporary concrete washout facilities shall be constructed above grade or below grade at the option of the Contractor. Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
- Temporary washout facilities shall have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- Perform washout of concrete mixer trucks in designated areas only.

- Wash concrete only from mixer truck chutes into approved concrete washout facility. Washout may be collected in an impermeable bag for disposal.
- Pump excess concrete in concrete pump bin back into concrete mixer truck.
- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed offsite.
- Once concrete wastes are washed into the designated area and allowed to harden, the concrete shall be broken up, removed, and disposed of per BMP WM-5, "Solid Waste Management." Dispose of hardened concrete on a regular basis.

Temporary Concrete Washout Facility Type "Above Grade"

- Temporary concrete washout facility Type "Above Grade" shall be constructed as shown on Page 5 or 6, with a recommended minimum length and minimum width of 3 m (10 ft), but with sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations. The length and width of a facility may be increased, at the Contractor's expense, upon approval from the RE.
- Straw bales, wood stakes, and sandbag materials shall conform to the provisions in BMP SC-9, "Straw Bale Barrier."
- Plastic lining material shall be a minimum of 10-mil polyethylene sheeting and shall be free of holes, tears or other defects that compromise the impermeability of the material.
- Portable delineators shall conform to the City's requirements. Portable delineators shall be applied only to a clean, dry surface.

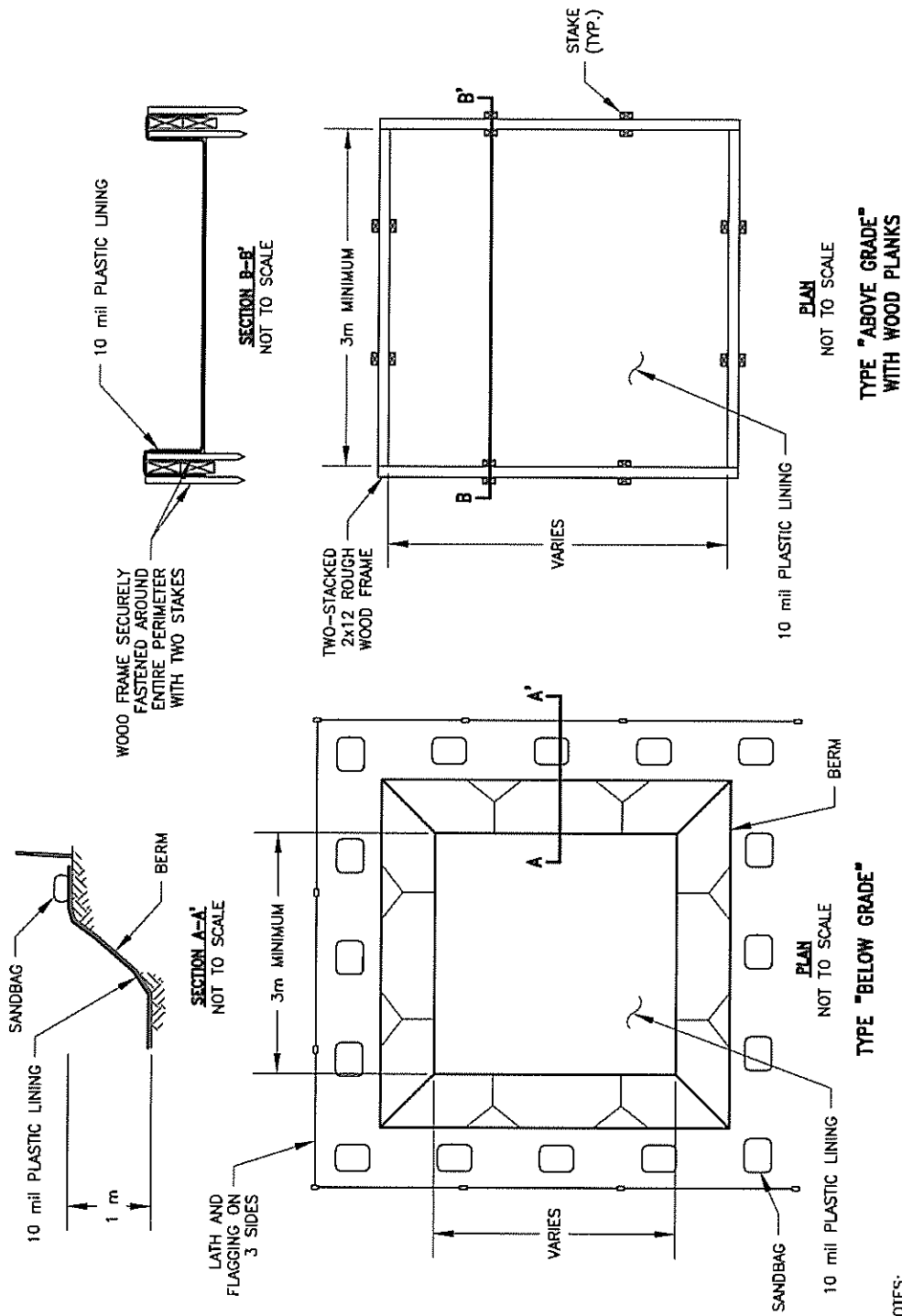
Temporary Concrete Washout Facility (Type Below Grade)

- Temporary concrete washout facility Type "Below Grade" shall be constructed as shown on page 6, with a recommended minimum length and minimum width of 3m (10 ft). The quantity and volume shall be sufficient to contain all liquid and concrete waste generated by washout operations. The length and width of a facility may be increased, at the Contractor's expense, upon approval of the RE. Lath and flagging shall be commercial type.
- Plastic lining material shall be a minimum of 10-mil polyethylene sheeting and shall be free of holes, tears or other defects that compromise the impermeability of the material.
- The soil base shall be prepared free of rocks or other debris that may cause

tears or holes in the plastic lining material.

Removal of Temporary Concrete Washout Facilities

- When temporary concrete washout facilities are no longer required for the work, as determined by the RE, the hardened concrete shall be removed and disposed of in conformance with City requirements. PCC slurries or liquid waste shall be disposed of in an approved manner. Materials used to construct temporary concrete washout facilities shall become the property of the Contractor, shall be removed from the site of the work, and shall be disposed of in an approved manner.
 - Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled and repaired to the satisfaction of the City Representative.
- Maintenance and Inspection
- The Contractor's Water Pollution Control Manager (WPCM) shall monitor on site concrete waste storage and disposal procedures at least weekly or as directed by the RE.
 - The WPCM shall monitor concrete working tasks, such as saw cutting, coring, grinding and grooving daily to ensure proper methods are employed or as directed by the RE.
 - Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 100 mm (4 inches) for above grade facilities and 300 mm (12 inches) for below grade facilities. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in a method approved by the City Representative.
 - Existing facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.
 - Temporary concrete washout facilities shall be inspected for damage (i.e. tears in PVC liner, missing sand bags, etc.). Damaged facilities shall be repaired.

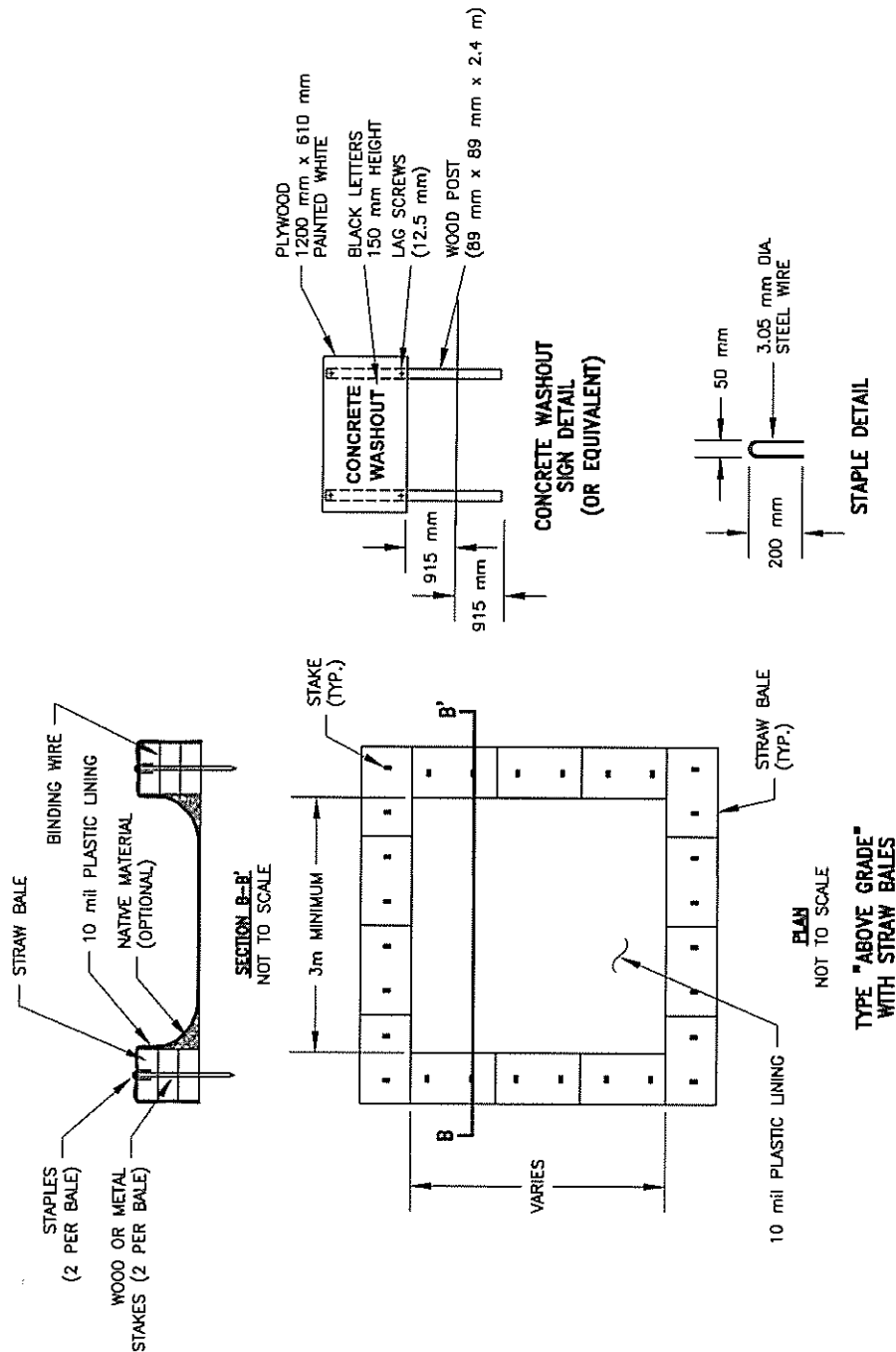


NOTES:

1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN (SEE PAGE 6) SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

Concrete Waste Management

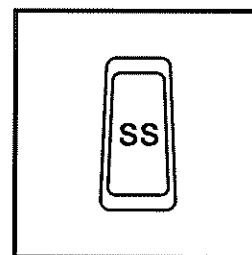
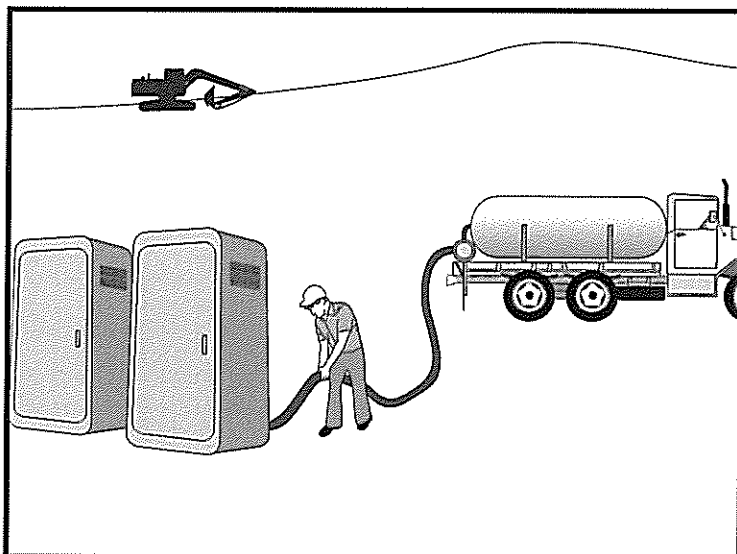
WM-8



NOTES:

1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN (SEE FIG. 4-15) SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CALTRANS/PG&I-14.DWG SAC 8-14-02



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose Procedures and practices to minimize or eliminate the discharge of construction site sanitary/septic waste materials to the storm drain system or to watercourses.

Appropriate Applications Sanitary/septic waste management practices are implemented on all construction sites that use temporary or portable sanitary/septic waste systems.

Limitations ■ None identified.

Standards and Specifications

Education

- Educate employees, subcontractors, and suppliers on sanitary/septic waste storage and disposal procedures.
- Educate employees, subcontractors, and suppliers of potential dangers to humans and the environment from sanitary/septic wastes.
- Instruct employees, subcontractors, and suppliers in identification of sanitary/septic waste.
- Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings).
- Establish a continuing education program to indoctrinate new employees.

Storage and Disposal Procedures

- Temporary sanitary facilities shall be located away from drainage facilities, watercourses, and from traffic circulation. When subjected to high winds or risk.

- Wastewater shall not be discharged or buried within the highway right-of-way.
 - Sanitary and septic systems that discharge directly into sanitary sewer systems, where permissible, shall comply with the local health agency, city, county, and sewer district requirements.
 - If using an on site disposal system, such as a septic system, comply with local health agency requirements.
 - Properly connect temporary sanitary facilities that discharge to the sanitary sewer system to avoid illicit discharges.
 - Ensure that sanitary/septic facilities are maintained in good working order by a licensed service.
 - Use only reputable, licensed sanitary/septic waste haulers.
- Maintenance and Inspection ■ The Contractor's Water Pollution Control Manager (WPCM) shall monitor onsite sanitary/septic waste storage and disposal procedures at least weekly.

APPENDIX B STANDARD DRAWINGS

DESIGN CONDITIONS:

Walls are to be used for the loading conditions shown for each type wall. Design H shall not be exceeded. Footing key is required except as shown otherwise or when found unnecessary by the Engineer. Special footing design is required where foundation material is incapable of supporting toe pressure listed in table.

DESIGN DATA:**Reinforced Concrete:**

$F_c=1200$ psi $F'_c=3000$ psi
 $F_s=20,000$ psi $n=10$

Reinforced Masonry:

$F'_m=600$ psi $F_m=200$ psi
 $F_s=20,000$ psi $n=50$
 Earth=120 pcf and Equivalent Fluid
 Pressure=36 psf per foot of height

Walls shown for 1 1/2:1 unlimited sloping surcharge are designed in accordance with Rankline's formula for unlimited sloping surcharge with a $\phi = 42^\circ$.

REINFORCEMENT:

Intermediate grade, hard grade, or rail steel deformation shall conform ASTM A615, A616, A617. Bars shall lap 40 diameters, where spliced, unless otherwise shown on the plans. Bends shall conform to the Manual of Standard Practice, A.C.I. Backing for hooks is four diameters. All bar embeddings are clear distances to outside of bar. Spacing for parallel bars is center to center bars.

MASONRY:

All reinforced masonry retaining walls be constructed of regular or light weight standard units conforming to the "Standard Specifications for Public Works Construction."

JOINTS:

Vertical control joints shall be placed at 32' intervals maximum. Joints shall be designed to resist shear and other lateral forces while permitting longitudinal movement. Vertical expansion joints shall be placed at 96' intervals maximum.

CONCRETE:

Footing concrete shall be 560-C-3250, using Type B aggregate when placing conditions permit.

BACKFILL:

No backfill material shall be placed against masonry retaining walls until grout has reached design strength or until grout has cured for a minimum of 28 days. Compaction of backfill material by jetting or ponding with water will not be permitted. Each layer of backfill shall be moistened as directed by the Engineer and thoroughly tamped, rolled or otherwise compacted until the relative compacting is not less than 90%.

FENCING:

Safety fencing shall be installed at the top of the wall as required by the agency.

INSPECTIONS:

Call for inspections as follows:

- A. When the footing has been formed, with the steel tied securely in final position, and is ready for the concrete to be placed.
- B. Where cleanout holes are not provided:

(1) After the blocks have been laid up to a height of 4' or full height for walls up to 5', with steel in place but before the grout is poured, and.....

(2) After the first lift is properly grouted, the blocks have been laid up to the top of the wall with the steel tied securely in place but before the upper lift is grouted.

Where cleanout holes are provided:

After the blocks have been laid up to the top of the wall, with the steel tied securely in place, but before grouting.

- C. After grouting is complete and after rock or rubble wall drains are in place but before earth backfill is placed.

- D. Final inspection when all work has been completed.

CONCRETE GROUT AND MORTAR MIXES:

Concrete grout shall attain a minimum compressive strength of 2,000 psi in 28 days and mortar shall attain 1,800 psi in 28 days.

All cells shall be filled with grout. Rod or vibrate consolidation. Bring grout within 10 minutes of pouring to insure grout to a point 2" from the top of masonry units when grouting of second lift is to be continued at another time.

MORTAR KEY:

To insure proper bonding between the footing and the first course of block, a mortar key shall be formed by embedding a flat 2 x 4 flush with and at the top of the freshly poured footing. The 2 x 4 should be removed after the concrete has started to harden (approximately 1 hour).

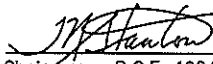
A mortar key may be omitted if the first course of block is set into the fresh concrete when the footing is poured, and a good bond is obtained.

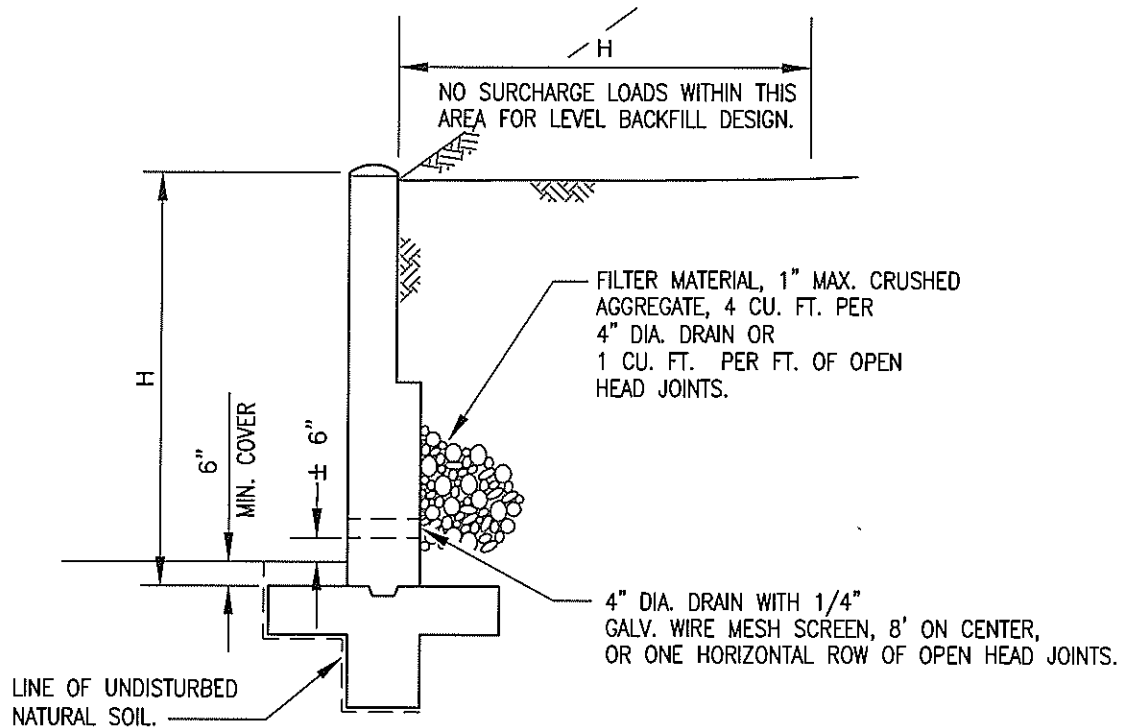
WALL DRAINS:

Wall drains shall be provided in accordance with Standard Drawing C-8.

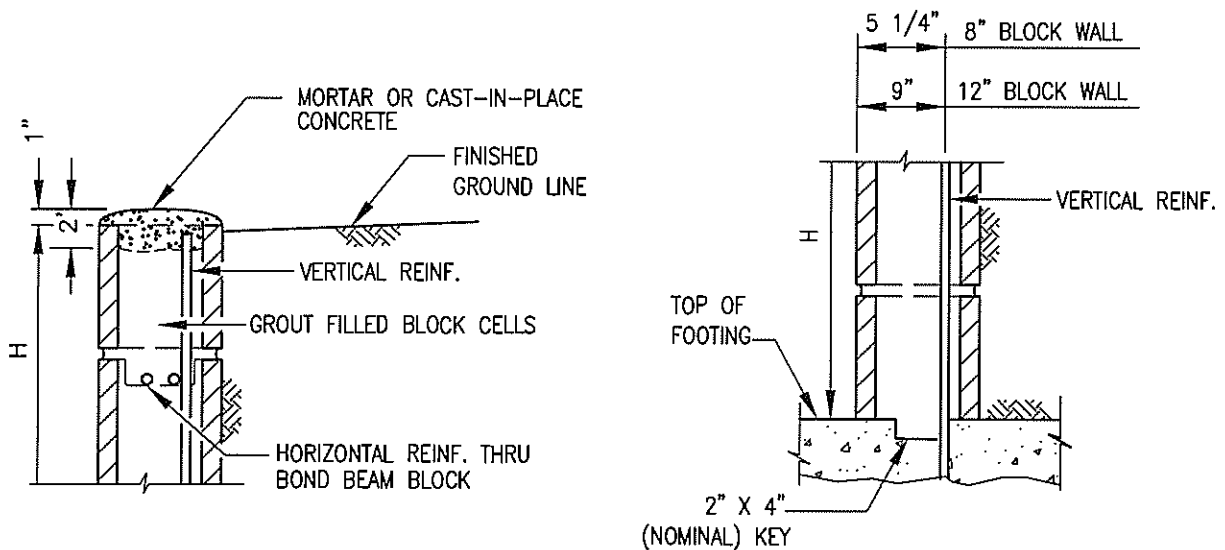
SOIL:

All footings shall extend at least 12" into undisturbed natural soil or approved compacted fill. Soil should be dampened prior to placing concrete in footings.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	
ORIGINAL		A. Kercheval	12/75		
Add Metric		T. Stanton	03/03	GENERAL NOTES FOR MASONRY RETAINING WALLS	
Delete Metric	S.S.	T. Shell	03/11		
Reviewed	TS	T. Stanton	11/15		
				RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
				 12/17/2015 Chairperson R.C.E. 19246 Date	
				DRAWING NUMBER C-07	



TYPICAL SECTION




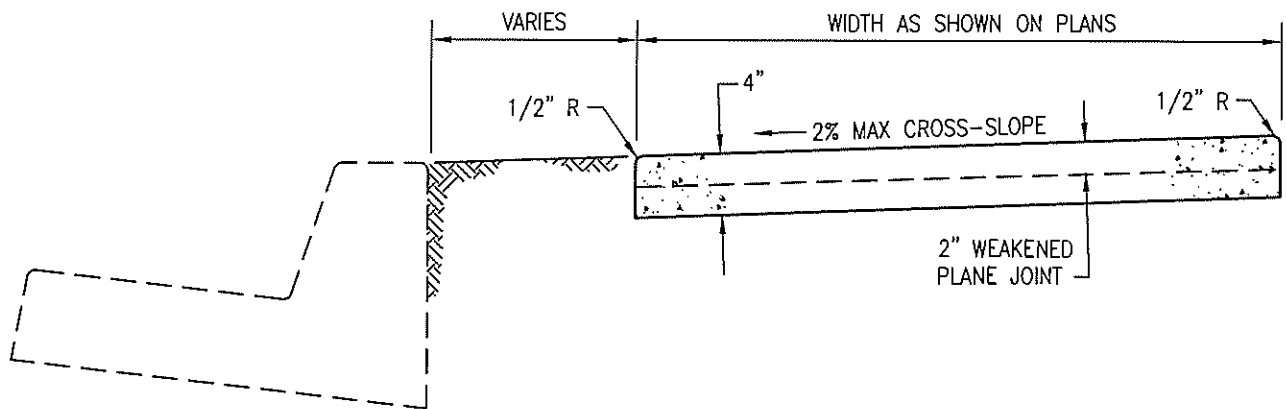
CAP DETAIL

KEY DETAIL

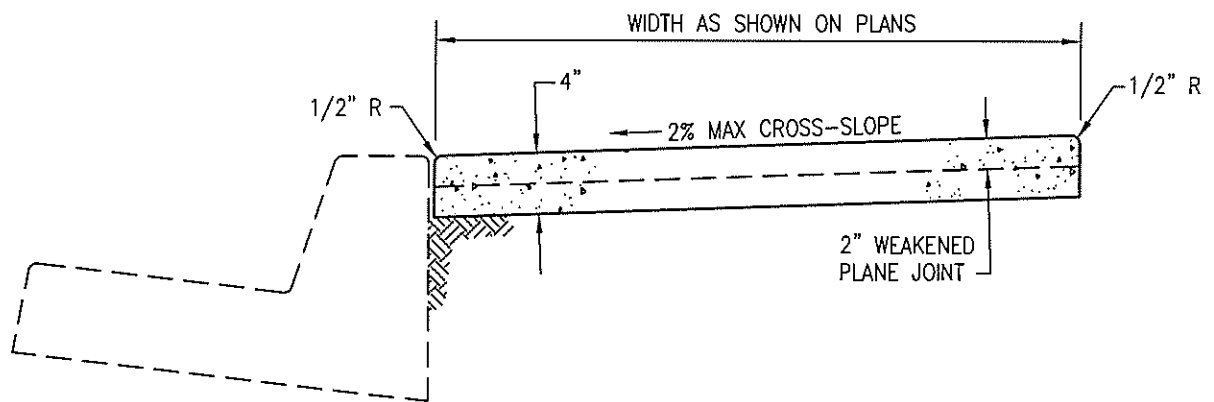
NOTES:

1. ALL MASONRY RETAINING WALLS SHALL BE CONSTRUCTED WITH CAP, KEY AND DRAINAGE DETAILS AS SHOWN HEREON.
2. 4" DIAMETER DRAIN MAY BE FORMED BY PLACING A BLOCK ON IT'S SIDE.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		Kercheval	12/75			
Add Metric		T. Stanton	03/03			
Delete Metric	S.S.	T. Shell	03/11			
Reviewed	TS	T. Stanton	11/15			
				DETAILS FOR MASONRY RETAINING WALL		 12/17/2015 Chairperson R.C.E. 19246 Date
						DRAWING NUMBER C-08



NON-CONTIGUOUS

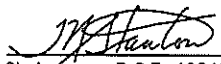


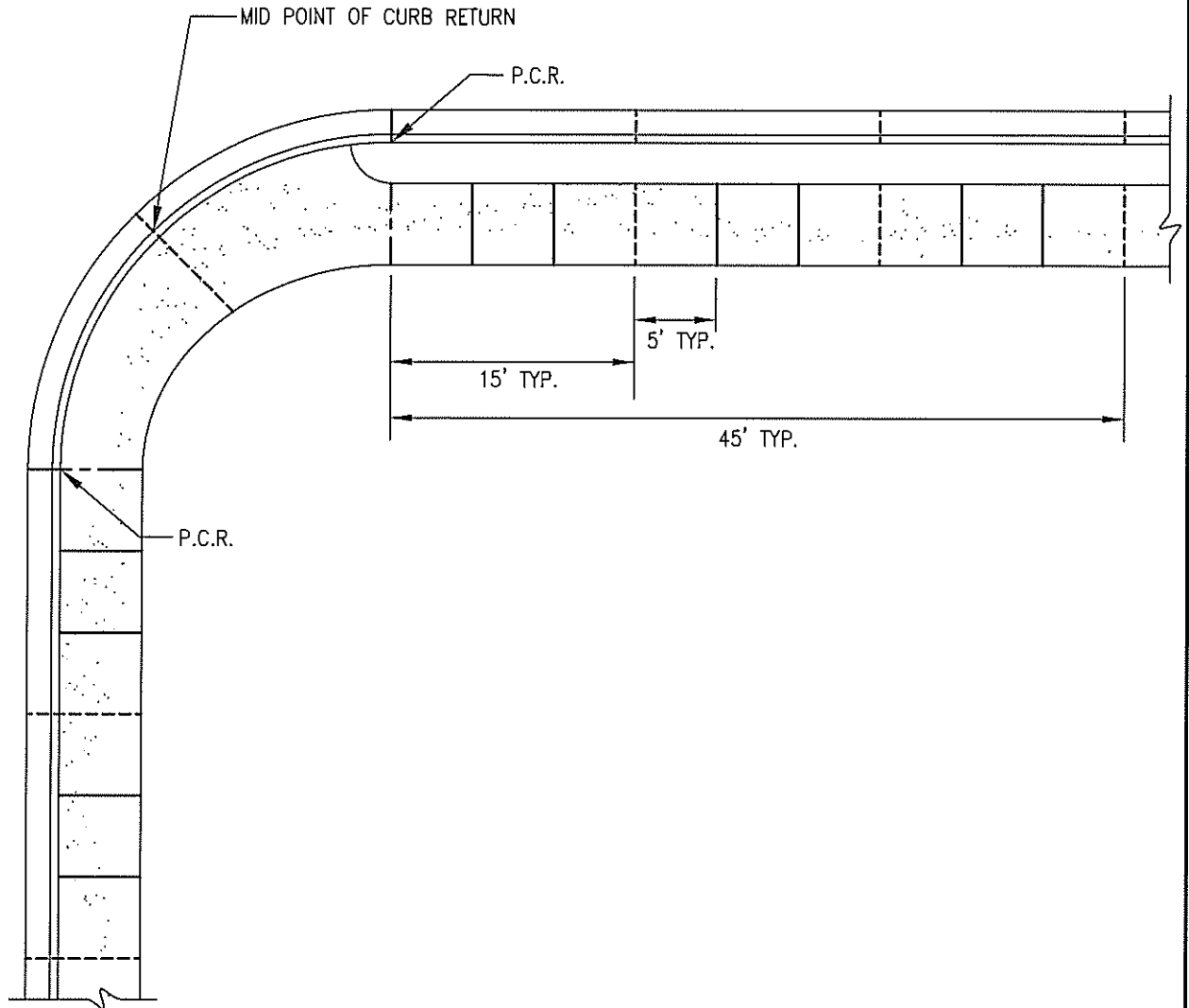
CONTIGUOUS

NOTES:

1. CONCRETE SHALL BE 520-C-2500.
2. SEE STANDARD DRAWINGS G-9 AND G-10 FOR JOINT DETAILS.


LEGEND ON PLANS

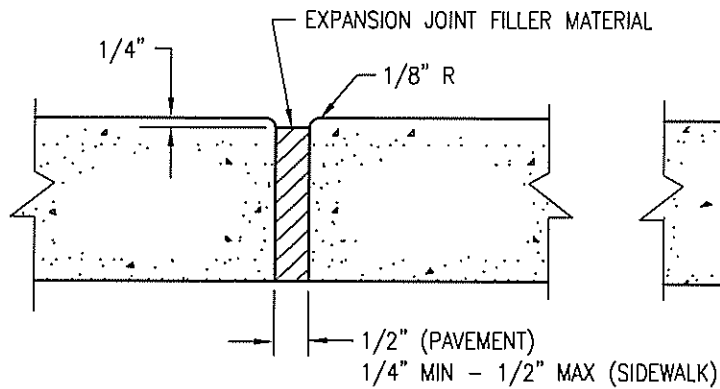
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING SIDEWALK - TYPICAL SECTIONS	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		KERCHEVAL	12/75		
ADD METRIC		T. STANTON	03/03		
REFORMATTED		T. STANTON	04/06		
UPDATED	MR	MR/CV	11/11		
REVIEWED	CV	CV	12/15		
					 12/17/2015 Chairperson R.C.E. 19246 Date
					DRAWING NUMBER G-07



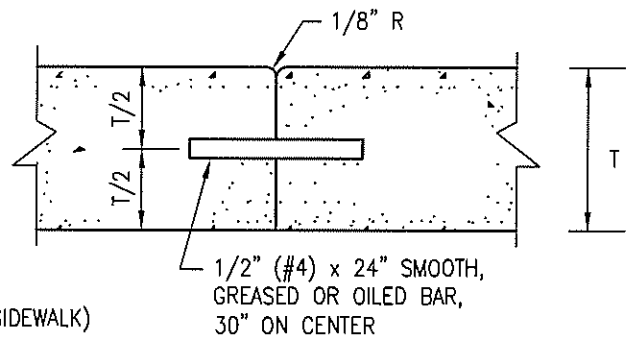
NOTES:

1. EXPANSION JOINTS ——— AT CURB RETURNS, ADJACENT TO STRUCTURES AND AT 45' INTERVALS.
(SEE STANDARD DRAWING G-10).
2. WEAKENED PLANE JOINTS AT MID POINT OF CURB RETURN, WHEN REQUIRED, AND AT 15' INTERVALS FROM P.C.R.
(SEE STANDARD DRAWING G-10).
3. 1/4" GROOVES ——— WITH 1/4" RADIUS EDGES AT 5' INTERVALS.

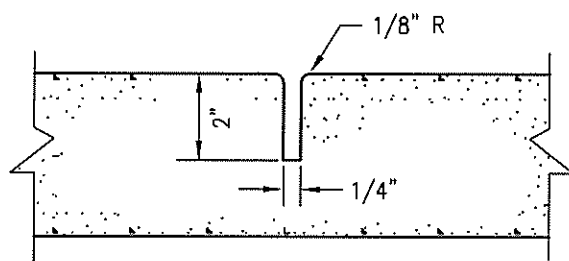
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		KERCHEVAL	12/75	SIDEWALK JOINT LOCATIONS 168		
ADD METRIC		T. STANTON	03/03			
REFORMATTED		T. STANTON	04/06			
REVIEWED	CV	CV	12/15			
						 12/17/2015 Chairperson R.C.E. 19246 Date
						DRAWING NUMBER G-09



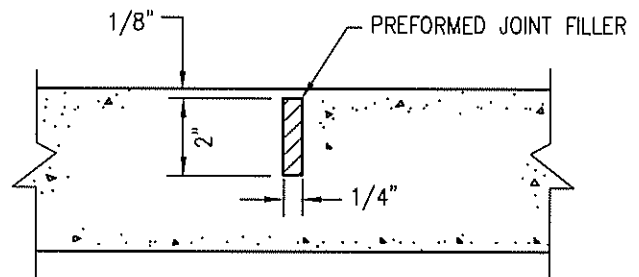
EXPANSION JOINT



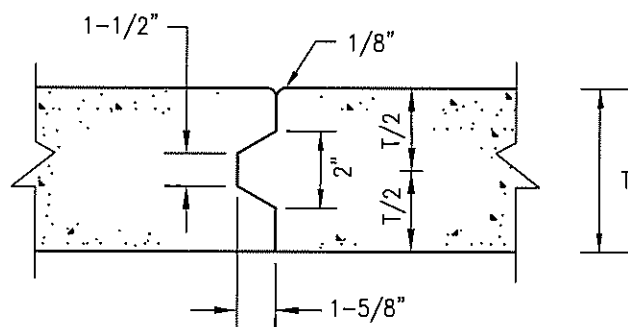
CONTACT JOINT



WEAKENED PLANE JOINT
CURB AND SIDEWALK



WEAKENED PLANE JOINT
GUTTER AND CONCRETE PAVEMENT



KEYED JOINT

Revision	By	Approved	Date
ORIGINAL		PARKINSON	02/95
ADD METRIC		T. STANTON	03/03
REFORMATTED		T. STANTON	04/06
UPDATED	CV	MR/CV	11/11
REVIEWED	CV	CV	12/15

SAN DIEGO REGIONAL STANDARD DRAWING

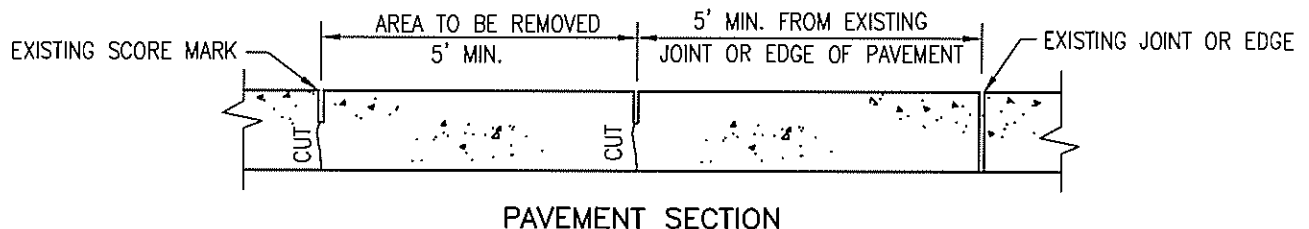
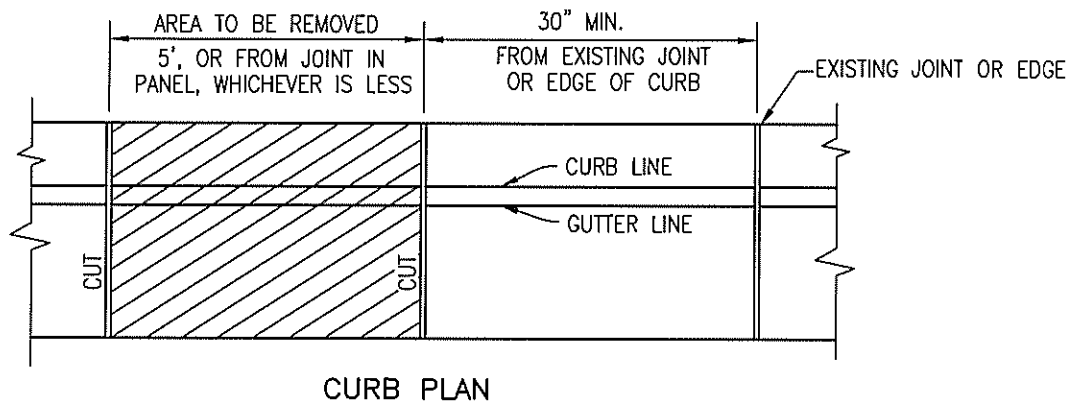
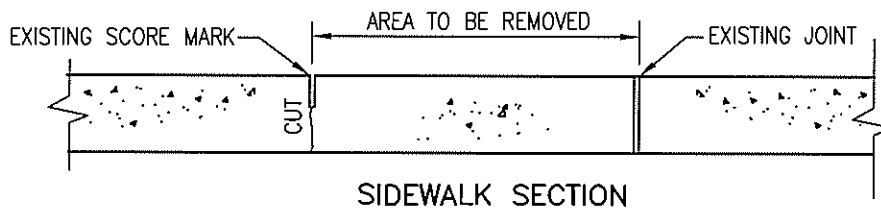
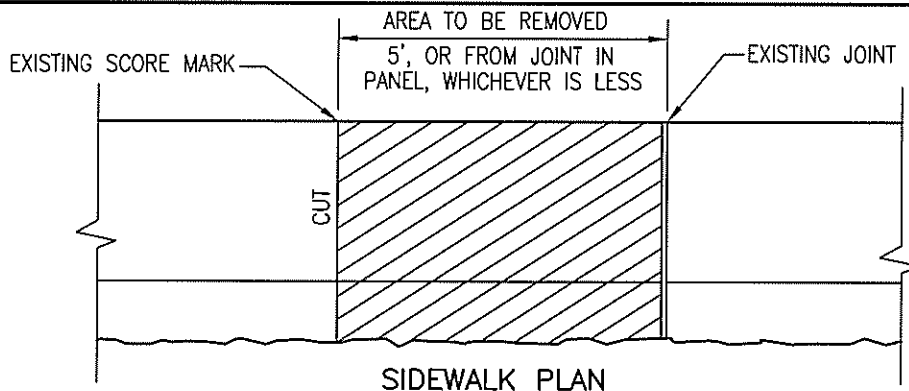
CONCRETE JOINT DETAILS

169

RECOMMENDED BY THE SAN DIEGO
REGIONAL STANDARDS COMMITTEE

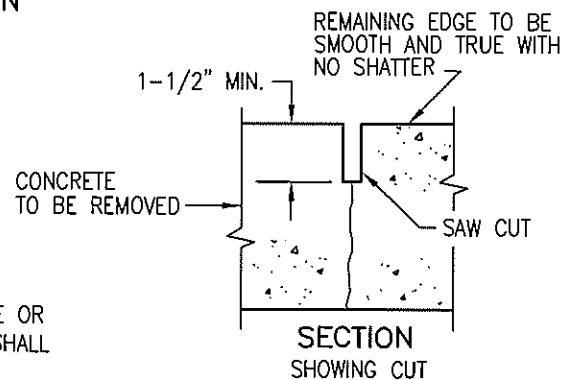
T. Stanton 12/17/2015
Chairperson R.C.E. 19246 Date


DRAWING
NUMBER **G-10**

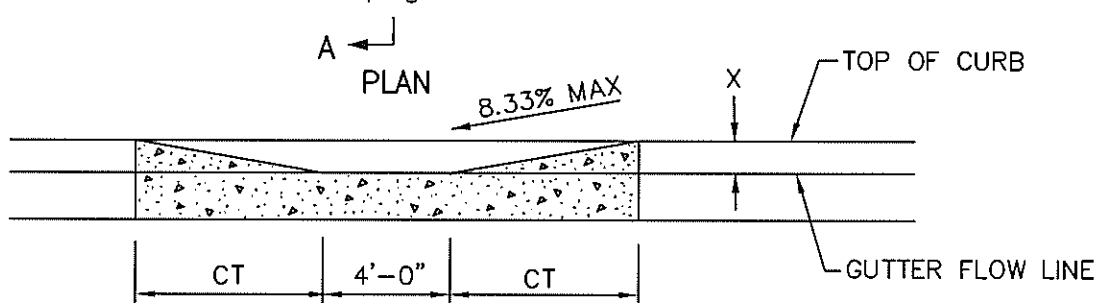
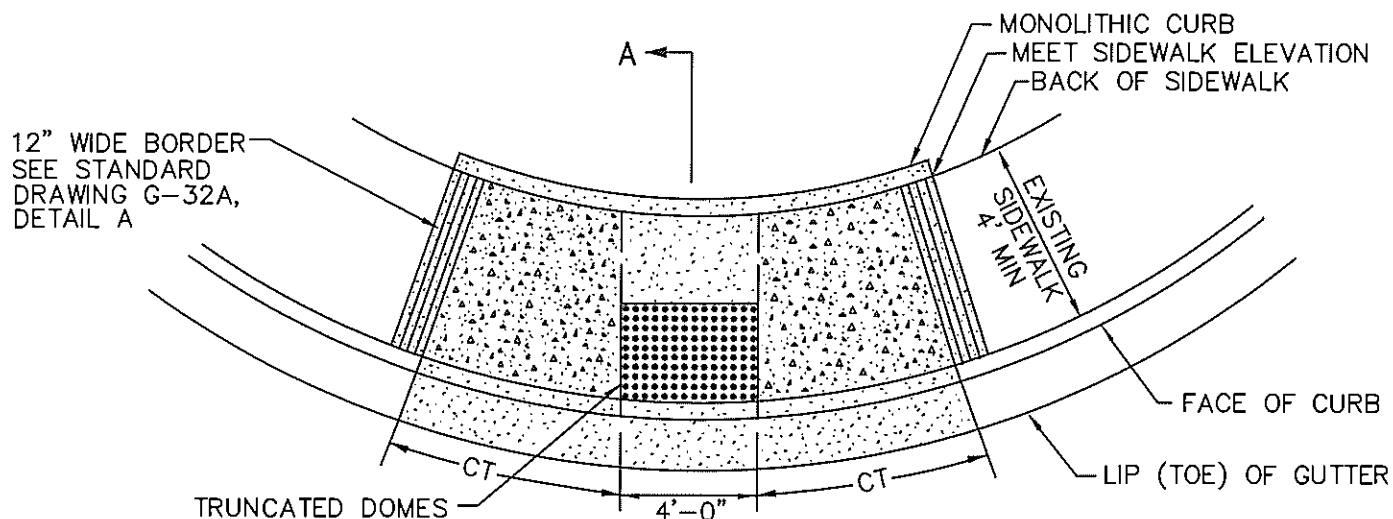


NOTE:

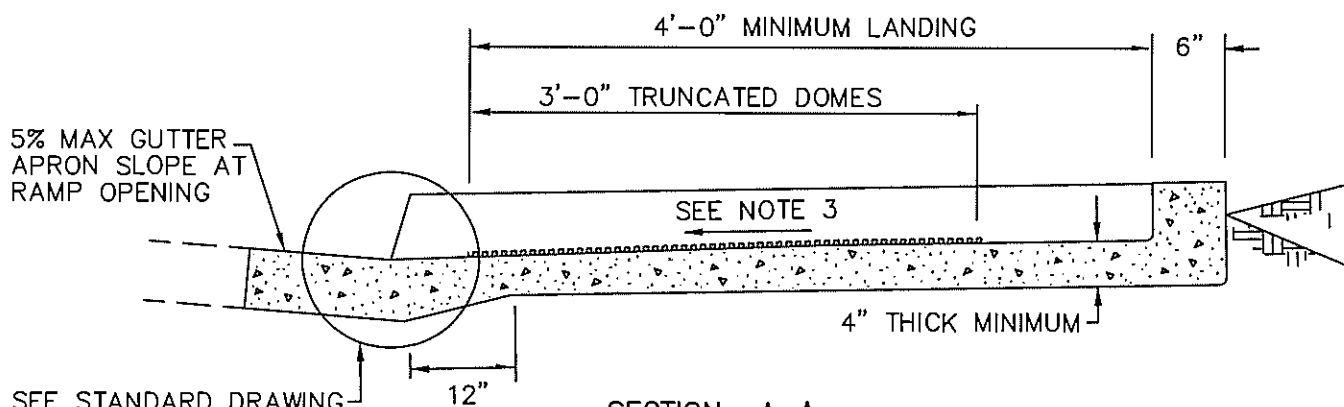
1. SIDEWALK CROSS SLOPE SHALL BE 2% MAX.
2. WHEN DISTANCE FROM "AREA TO BE REMOVED" TO EXISTING JOINT, EDGE OR SCORE MARK IS LESS THAN MINIMUM SHOWN, "AREA TO BE REMOVED" SHALL BE EXTENDED TO JOINT, EDGE OR SCORE MARK.



Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
ORIGINAL		KERCHEVAL	12/75	CONCRETE CURB, GUTTER, SIDEWALK AND PAVEMENT REMOVAL AND REPLACEMENT		 12/17/2015 Chairperson R.C.E. 19246 Date	
ADD METRIC		T. STANTON	03/03				
REFORMATTED		T. STANTON	04/06				
UPDATED	CV	MR/CV	11/11				
REVIEWED	CV	CV	12/15				
				170		DRAWING NUMBER G-11	



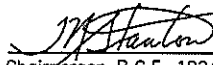
ELEVATION

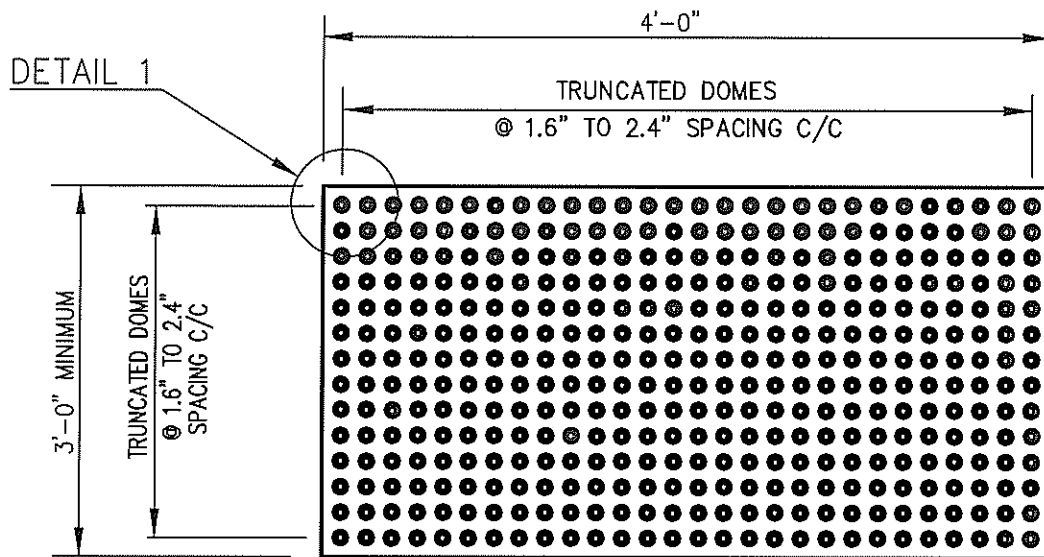


SECTION A-A

NOTES:

1. TYPE C ARE ONLY TO BE USED TO MITIGATE EXISTING CONDITIONS WHERE INADEQUATE RIGHT OF WAY EXISTS. TYPE C RAMP IS NOT TO BE USED IN NEW CONSTRUCTION, UNLESS APPROVED BY AGENCY.
2. SEE STANDARD DRAWING G-32A FOR GENERAL NOTES.
3. LANDING CROSS SLOPE SHALL BE 2.0% MAX IN BOTH DIRECTIONS.
4. FOR TRUNCATED DOMES, SEE STANDARD DRAWING G-30.
5. CT (CURB TRANSITION) SHALL BE 8.33% MAXIMUM.
6. SEE STANDARD DRAWING G-32B FOR X, Y, AND CT DETAILS.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		R. MUNOZ	05/97	CURB RAMP - TYPE C (FOR EXISTING SIDEWALK)		
ADD METRIC		T. STANTON	03/03			
UPDATE		D. DAVIES	12/04			
REVISED		T. STANTON	04/06			
UPDATED	MR	MR/CV	03/12			
				171		 Chairperson R.C.E. 19246 Date 12/17/2015 DRAWING NUMBER G-29

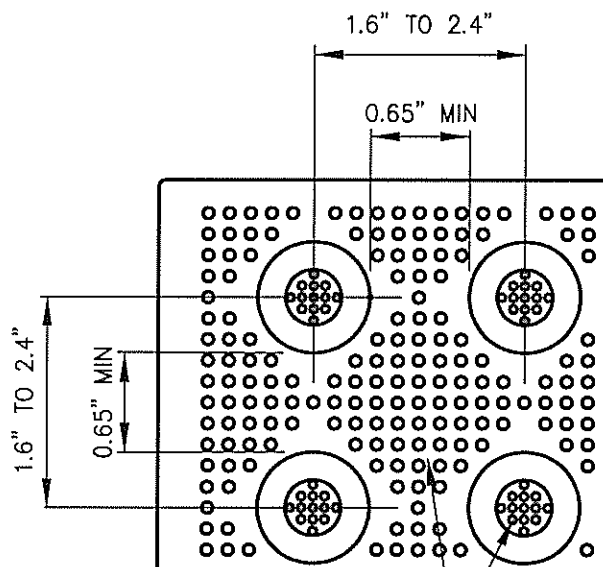


PLAN - TILE

NOT TO SCALE

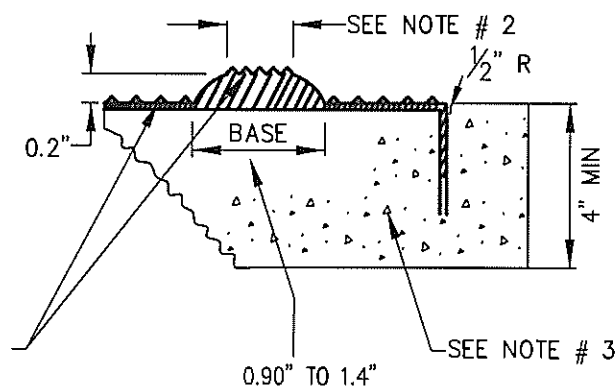
NOTES

1. DETECTABLE WARNING SURFACE COLOR SHALL BE YELLOW CONFORMING TO FEDERAL STANDARDS 595B TABLE IV, COLOR NO. 33538, OR AS SPECIFIED BY THE AGENCY. COLOR SHALL BE HOMOGENEOUS THROUGHOUT THE TILE.
2. TRUNCATED DOME TOP DIAMETER OF 50% OF THE BASE DIAMETER MINIMUM TO 65% OF THE BASE DIAMETER MAXIMUM.



DETAIL 1
NOT TO SCALE

NOTE:
PATTERN, SIZE &
ORIENTATION ARE
PER MANUFACTURER'S
RECOMMENDATION



Revision	By	Approved	Date
ORIGINAL		PARKINSON	02/95
ADD METRIC		T. STANTON	03/03
UPDATE		D. DAVIES	12/04
UPDATED	MR	MR/CV	03/12
UPDATED	MR	MR/CV	03/12

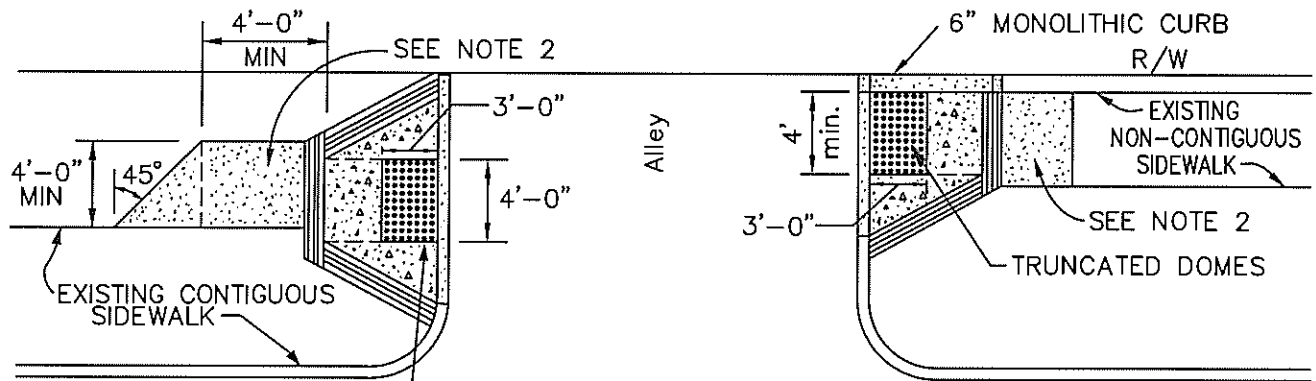
SAN DIEGO REGIONAL STANDARD DRAWING

TRUNCATED DOMES

RECOMMENDED BY THE SAN DIEGO
REGIONAL STANDARDS COMMITTEE

M. A. Henton 12/17/2015
Chairperson R.C.E. 19246 Date

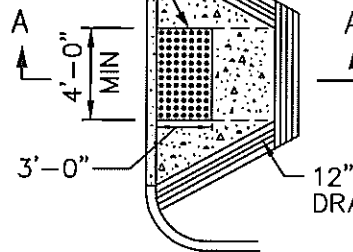
DRAWING
NUMBER **G-30**



STREET
TYPICAL PLAN

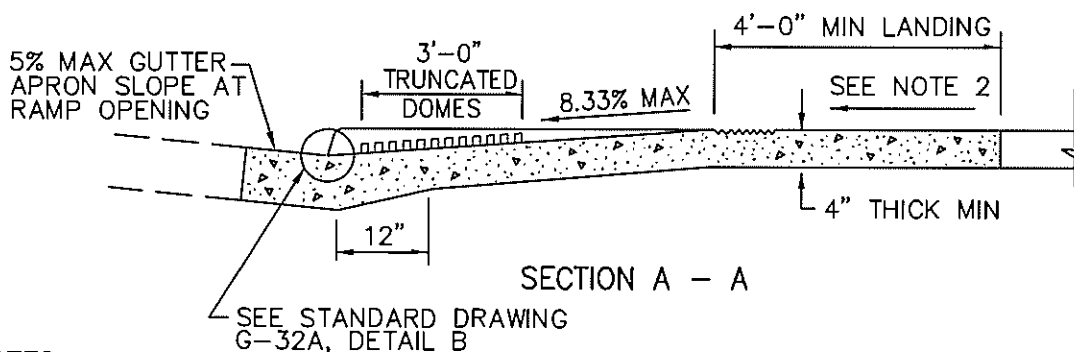
TRUNCATED DOMES

THE RAMP SIDE FLARES AND GROOVES
MAY BE ELIMINATED BY THE ENGINEER
AND REPLACED WITH A MONOLITHIC
CURB FLUSH WITH THE EXISTING
GROUND AND SIDEWALK.



12" WIDE BORDER SEE STANDARD
DRAWING G-32A, DETAIL A

PLAN VIEW



SECTION A - A

NOTES

1. SEE STANDARD DRAWING G-32A FOR GENERAL NOTES.
2. LANDING CROSS SLOPE SHALL BE 2.0% MAX IN BOTH DIRECTIONS.
3. FOR TRUNCATED DOMES DETAILS, SEE STANDARD DRAWING G-30.

Revision	By	Approved	Date
ORIGINAL		PARKINSON	02/95
UPDATE		D. DAVIES	12/04
REVISED		T. STANTON	04/06
UPDATED	MR	MR/CV	03/12
UPDATED	CV	CV	12/15

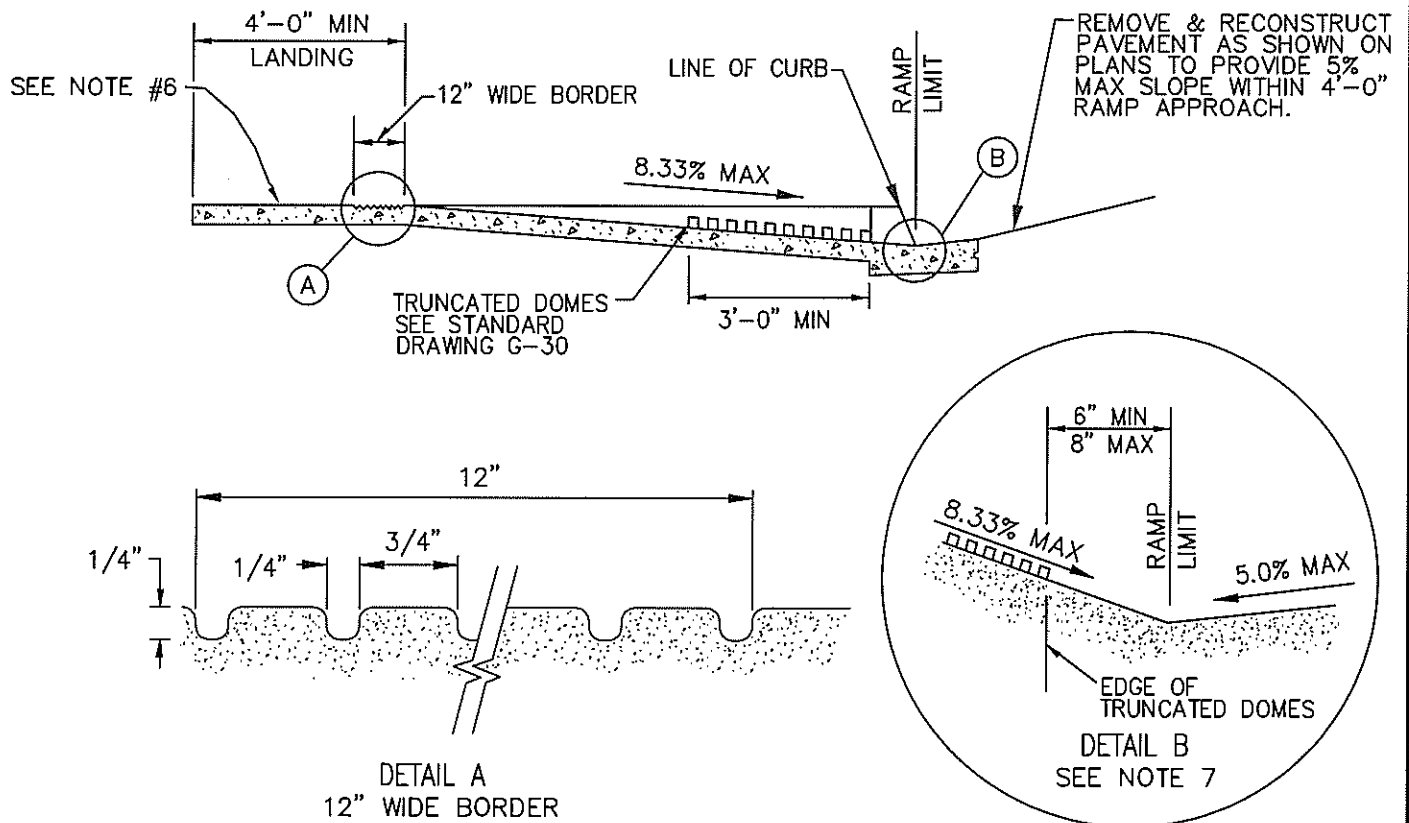
SAN DIEGO REGIONAL STANDARD DRAWING

CURB RAMP - TYPE D

RECOMMENDED BY THE SAN DIEGO
REGIONAL STANDARDS COMMITTEE

M. Hanton 12/17/2015
Chairperson R.C.E. 19246 Date

DRAWING
NUMBER **G-31**



NOTES

1. THE REMOVAL OF EXISTING CONCRETE CURB, GUTTER, SIDEWALK, AND PAVEMENT FOR PEDESTRIAN RAMP INSTALLATION SHALL COMPLY WITH STANDARD DRAWING G-11. FOR CONSTRUCTION OF CURB RAMPS ON EXISTING SIDEWALKS, REMOVAL OF ADDITIONAL SIDEWALK MAY BE REQUIRED TO COMPLY WITH ADA REQUIREMENTS TO MEET EXISTING GRADE.
2. CONCRETE SHALL BE CLASS 520-C-2500.
3. AREAS SHOWN THUS: SHALL HAVE A MEDIUM TO HEAVY BROOM TEXTURE FINISH, PERPENDICULAR TO THE AXIS OF THE RAMP. AREAS SHOWN THUS: ARE THE MINIMUM REQUIRED FOR A COMPLETE RAMP INSTALLATION.
4. IF OBSTRUCTIONS SUCH AS INLETS, UTILITY POLES, FIRE HYDRANTS, ETC., ARE ENCOUNTERED, THE RAMP LOCATIONS MAY BE ADJUSTED UPON THE APPROVAL OF THE AGENCY.
5. THE RAMP SLOPES WILL BE MEASURED RELATIVE TO THE SIDEWALK SLOPE. ADJOINING SLOPE BEYOND THE RAMP SHALL NOT EXCEED 20:1 (5%).
6. LANDING CROSS SLOPE SHALL BE 2.0% MAX IN BOTH DIRECTIONS.
7. EDGE OF TRUNCATED DOME PANEL SHALL BE LOCATED 6" MINIMUM AND 8" MAXIMUM FROM THE GUTTER FLOWLINE.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	
ORIGINAL		PARKINSON	02/95	GENERAL NOTES FOR CURB RAMPS	
UPDATE		D. DAVIES	12/04		
REVISED		T. STANTON	04/06		
UPDATED	MR	MR/CV	03/12		
REVIEWED	CV	CV	12/15		
				RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
				12/17/2015 Chairperson R.C.E. 19246 Date	
				DRAWING NUMBER G-32A	

TABLE A			
X	Y	Z	CT
CURB HEIGHT	RAMP LENGTH (12:1)	SIDE SLOPE (10:1)	CURB TRANS.
1"	1'-0"	1'-6"	0'-0"
2"	2'-0"	1'-8"	0'-0"
3"	3'-0"	2'-6"	0'-0"
4"	4'-0"	3'-4"	0'-0"
5"	5'-0"	4'-2"	0'-0"
6"	6'-0"	5'-0"	0'-0"
7"	7'-0"	5'-10"	1'-0"
8"	8'-0"	6'-8"	2'-0"

TYPE A AND B CURB RAMPS

TABLE B			
X	Y	Z	Z1
CURB HEIGHT	RAMP LENGTH (12:1)	SIDE SLOPE (10:1)	SIDE SLOPE (12:1)
1"	1'-0"	1'-6"	1'-0"
2"	2'-0"	1'-8"	2'-0"
3"	3'-0"	2'-6"	3'-0"
4"	4'-0"	3'-4"	4'-0"
5"	5'-0"	4'-2"	5'-0"
6"	6'-0"	5'-0"	6'-0"
7"	7'-0"	5'-10"	7'-0"
8"	8'-0"	6'-8"	8'-0"

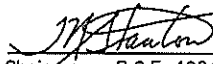
TYPE A-1 AND B-1 CURB RAMPS

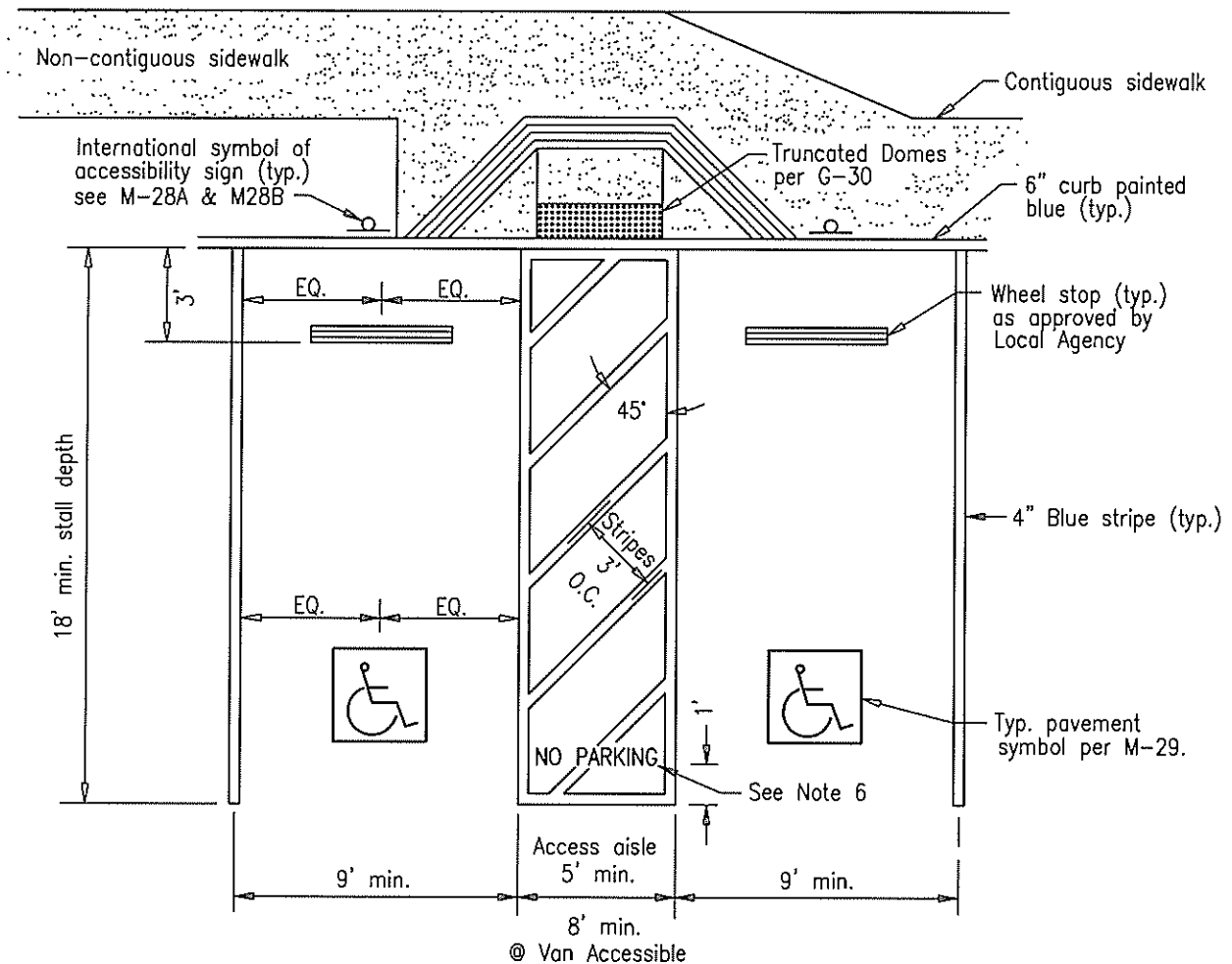
TABLE C	
X	CT
CURB HEIGHT	CURB TRANS. (12:1)
4"	4'-0"
5"	5'-0"
6"	6'-0"
7"	7'-0"
8"	8'-0"
9"	9'-0"
10"	10'-0"
11"	11'-0"
12"	12'-0"
13"	13'-0"

TYPE C CURB RAMP

NOTES


1. DIMENSIONS X, Y, Z, Z1, AND CT MAY BE DETERMINED BY USING THE TABLES ON THIS SHEET WITH PRIOR AGENCY APPROVAL. WITHOUT AGENCY APPROVAL, DIMENSIONS SHOULD NOT EXCEED THE MAXIMUM SLOPE OR RATIO PROVIDED.
2. Z* REFERS TO Z OR Z1 IN TABLE B. Z SIDE SLOPE SHALL BE 10:1, EXCEPT PER NOTE 3.
3. FOR TYPE A-1 AND B-1 CURB RAMPS, WHERE A 4' LANDING CANNOT BE CONSTRUCTED DUE TO INADEQUATE RIGHT OF WAY, A 3' MINIMUM LANDING IS ACCEPTABLE WITH PRIOR AGENCY APPROVAL AND PROVIDED THE SIDE SLOPES ARE REVISED TO 12:1 PER SIDE SLOPE Z1 IN TABLE B.

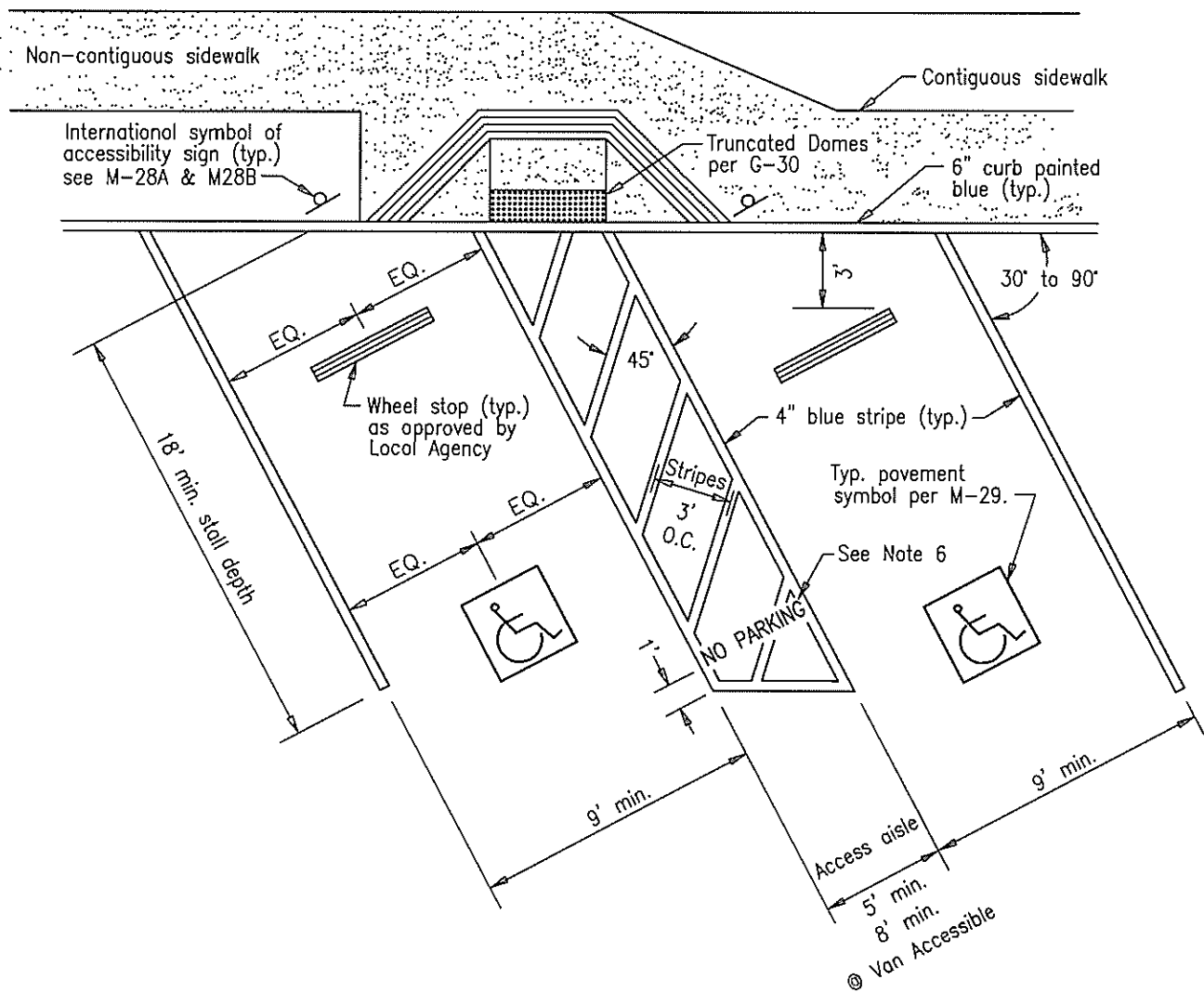
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING NOTES FOR CURB RAMPS	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE  12/17/2015 Chairperson R.C.E. 19246 Date
ORIGINAL	MR	MR/CV	03/12		DRAWING NUMBER G-32B
UPDATED	CV	CV	12/15		



NOTES:

1. Provide for adequate drainage.
2. For appropriate ramp alternate to conform to topographical conditions, see standard drawings G-27 through G-32B.
3. Blue color should match color No. 15090 in the Federal Standard 595a as specified in Section 522(b)2.
4. If only one accessible parking stall is going to be provided, the access aisle shall be 8' (van accessible) and located on the passenger side.
5. Sidewalk cross slope shall not exceed 2.0%.
6. "NO PARKING" 12" high stencil marking, reflective white over blue stripes.

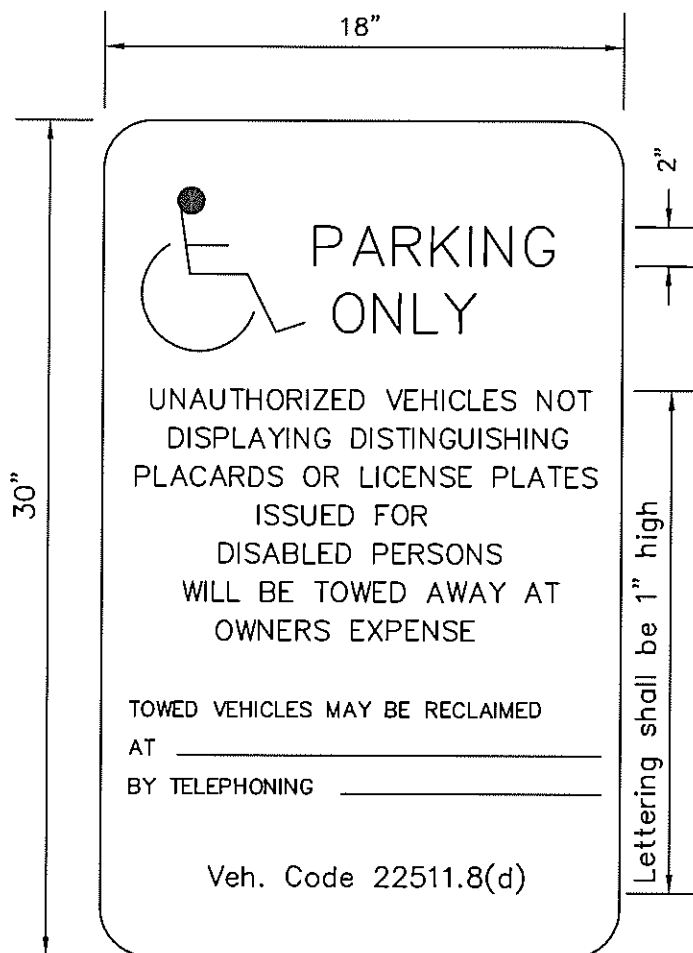
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
Updated		D. Gerschoffer	15-Dec		
				DISABLED PARKING STALL(S)	 12/17/2015 Chairperson R.C.E. 19246 Date



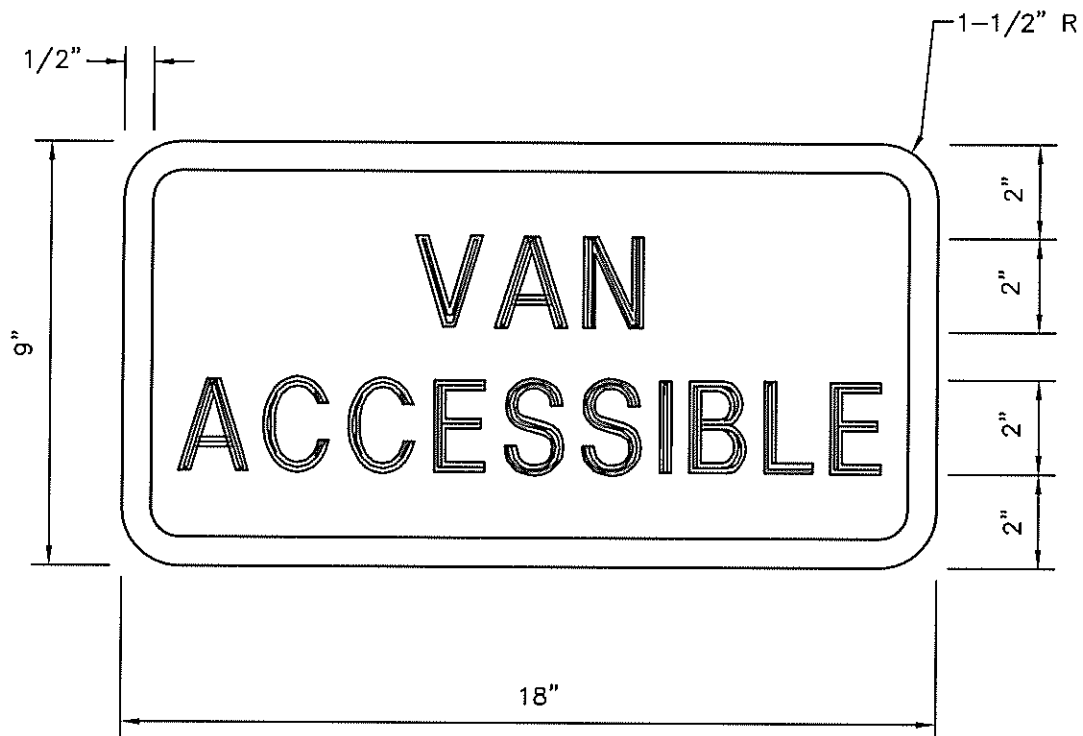
NOTES:

1. Provide for adequate drainage.
2. For appropriate ramp alternate to conform to topographical conditions, see standard drawings G-27 through G-32B.
3. Blue color should match color No. 15090 in the Federal Standard 595a as specified in Section 522(b)2.
4. If only one accessible parking stall is going to be provided, the access aisle shall be 8' (van accessible) and located on the passenger side.
5. Sidewalk cross slope shall not exceed 2.0%.
6. "NO PARKING" 12" high stencil marking, reflective white over blue stripes.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
Updated		D. Gerschoffer	15-Dec			<i>[Signature]</i> 12/17/2015	
				DIAGONAL DISABLED PARKING STALL(S) 177		Chairperson R.C.E. 19246	Date
						DRAWING NUMBER	M-27B




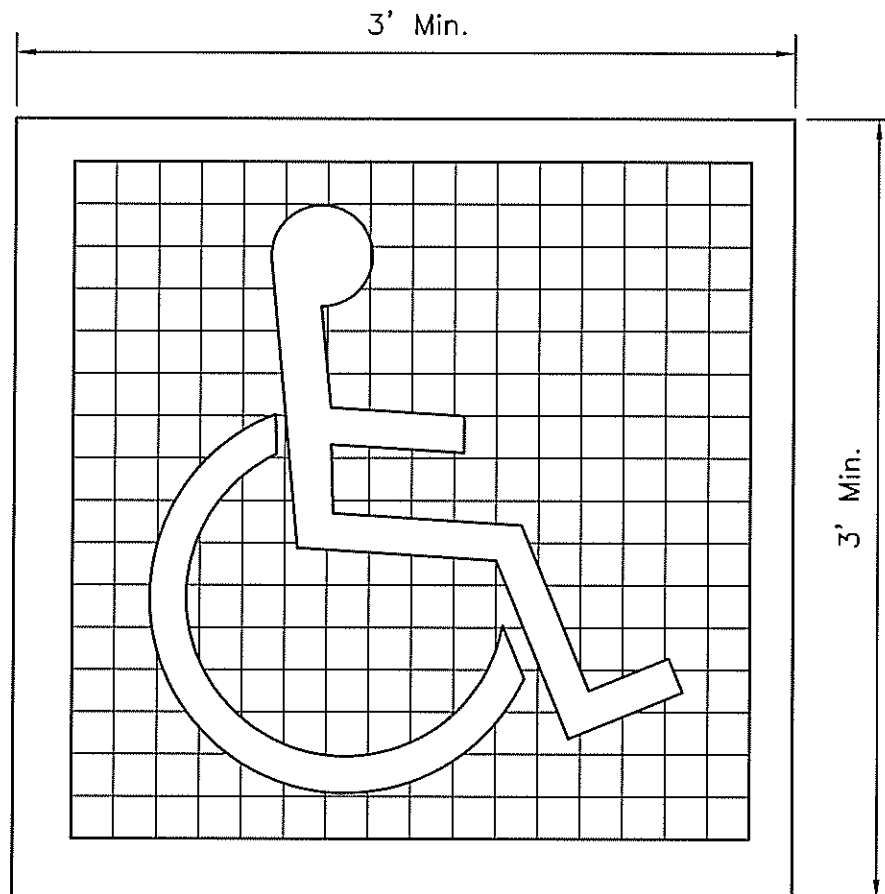
1. Sign shall be constructed of a minimum 0.062" thick aluminum.
2. Lettering, symbol and border shall be reflectorized white, on a blue background.
3. Lettering shall be 1" and 2" high.
4. Where space is designed for van accessibility, a sign "VAN ACCESSIBLE" shall be installed.
5. Minimum van accessible vertical clearance is 8'-2".



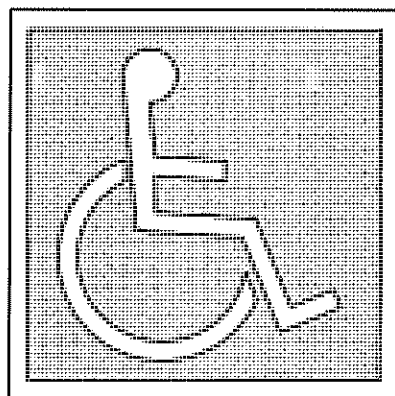
NOTES

1. Sign shall be constructed of aluminum, 0.062" minimum thickness.
2. Colors: Background—Reflectorized Blue
 Border and letters— Reflectorized White
 Blue color shall match color No. 15090 in the
 Federal Standard 595a as specified in Section 522(b)2.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
Updated		D. Gerschoffer	15-Dec		
				VAN ACCESSIBLE SIGN FOR DISABLE PARKING SPACE	 12/17/2015 Chairperson R.C.E. 19246 Date
					DRAWING NUMBER M-28B



(a) SYMBOL PROPORTIONS



(b) DISPLAY CONDITIONS

INTERNATIONAL SYMBOL
OF ACCESSIBILITY

NOTES

1. Pavement symbol shall be painted white on a blue background.
2. Blue color shall match color No. 15090 in the Federal Standard 595a as specified in Section 522(b)2.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
Updated		D. Gerschoffer	15-Dec			<i>M. Stanton</i> 12/17/2015	
				PAVEMENT SYMBOL- DISABLED PARKING		Chairperson R.C.E. 19246	Date
						DRAWING NUMBER	M-29

**APPENDIX C
CITY OF POWAY'S
SEWER OVERFLOW PREVENTION
AND RESPONSE PLAN
TRAINING DOCUMENTS**

SEWER OVERFLOW PREVENTION PLAN

AND

SEWER OVERFLOW RESPONSE PLAN

CITY OF POWAY

November 1996

Revised: November 2011

SEWER OVERFLOW PREVENTION PLAN

In compliance with the San Diego Regional Water Quality Control Board (RWQCB) Permit Order No.2006-0003-DWQ (SSSWDR) (Permit), the City of Poway will prevent, respond to, contain and clean up all sewage and other spills that discharge to its municipal separate storm sewer system (MS4) from any source. In order to accomplish this, the City has developed specific spill prevention and spill response mechanisms described below.

The Sewer Overflow Prevention Plan (SOPP) describes the sewer system and addresses the organization and major activities of the City of Poway's wastewater operations.

ORGANIZATION

The City of Poway operates its wastewater system within the Department of Public Works. The maintenance of the sewage collection system is the responsibility of the Wastewater Collection Division and the Wastewater Pumping Division. The sewage collection system includes the actual wastewater collection system and five sewer lift stations.

The City of Poway maintains a full-time staff responsible for performing continuous maintenance activities on the sanitary sewer system. Exhibit 1 presents the organizational chart of the Public Works divisions responsible for the operation and maintenance of the collection system. These positions are also responsible for emergency response and repair of the system.

SEWAGE COLLECTION SYSTEM

The City of Poway sewage collection system consists of 185.6 miles of pipeline, 4,061 manholes, and four pump stations. The system serves an estimated population of 50,542.

The collection system delivers wastewater to the City of San Diego Point Loma Treatment Plant. The sewage collection system serves only properties within the incorporated boundaries of the City of Poway. Note that the City of Poway's average daily sewage flows include 1.1 mgd from the City of San Diego, which we convey through a portion of our system. The City of San Diego's portion is deducted from Poway's main meter for billing purposes.

MAJOR OPERATIONAL ACTIVITIES

Preventive maintenance is often the most effective method of preventing pollution. The City of Poway actively maintains its sewer collection system and MS4. The majority of the City's sewage collection system is approximately 45 years old. The City has experienced little, if any, problems in the area of major spills over the years. The City has not experienced a sewage spill related to capacity of the system.

Forty-six sites within the collection system area (for a total of approximately 19,804 lineal feet) have been identified for increased flushing. The City of Poway's standard BMP for these 46

sites (19,804 lineal feet) is to flush them quarterly due to grease buildup and root intrusion. The 46 sites have been evaluated for future capital improvement projects.

Maintenance Activities

- Monthly and quarterly flushing at 46 Frequency flushing locations (19,804 lineal feet)
- Annual flushing of 377,144 lineal feet
- Annual video inspection program of approximately 239,237 lineal feet

Infiltration and Inflow

In addition to the rigorous maintenance schedule, the City's spill prevention procedures are designed to prevent infiltration of seepage from sanitary sewer systems to MS4s. Addressing infiltration and inflow is one of the key goals of the Wastewater Collection Division. The City's *Infiltration and Inflow Study*, prepared by Dudek and Associates, is completed. The study was started in the year 2000. Due to several seasons of low precipitation, the study will be completed in 2004. Inflow and Infiltration study was completed "Defect Flow Reduction Report" by Dudek and Associates was completed and submitted to the city in 2005.

The City performed video inspection of areas identified in the study during the wet season to identify the location of the infiltration. Dudek and Associates analyzed the data and provided an action plan to decrease inflow and infiltration. In 2005, 6,296 lineal feet of 15 inch vitrified clay pipe on Community Road and 1,326 lineal feet of 8 inch vitrified clay pipe on Metate Lane were rehabilitated with CIPP to mitigate identified Inflow and Infiltration.

Video Inspection

There is an ongoing TV videotaping program for sewer mains and laterals.

Collection System, Capital Improvements Program

- Master Plan Update completed 1999. Sanitary Sewer Master Plan update is currently in progress, prepared by Atkins North America Inc. The update started in June 2011 and will be completed in June 2012.
- The City has a ten-year work program to rehabilitate 2,000 of its 3,200 manholes. As of June 2003 (the 6th year of the program), 860 manholes have been rehabilitated at a cost of \$1.1 million. The program is ongoing with another 400 manholes scheduled for rehabilitation in fiscal year 2003/04. As of April 2009 2,032 manholes have been rehabilitated at the cost of \$3 million. The system currently has 4,045 manholes in the system.

SEWAGE PUMPING STATIONS

The City of Poway has five sewer lift stations for sewage pumping. The following three sewer lift stations have been completely rehabilitated;

- St. Andrews lift station completed 2011
- Highlands Ranch lift station completed 2009
- Camino Del Valle lift station completed 2003

Preventive Maintenance Actions

- Daily Physical Checks – all five lift stations inspected as per guide list provided for each station (daily checks are accomplished Monday through Friday).
- Electronic Monitoring – stations are real-time monitored (SCADA) via telemetry lines. All stations are equipped with high wet well; pump failure, and dry well flooding alarms. In addition, all stations are equipped with override controls. Sewer lift stations are currently undergoing improvements adding auxiliary power via generators to mitigate power failure.
- Weekly Physical Checks – detailed well inspection.
- Monthly Physical Checks – test all components (pumps, valves, alarms, bubblers) and verify all alarm system set points.
- Record Efforts On Monthly Check-off Form – document discrepancies using maintenance software. Update monthly run hour meter log and computerized maintenance files.
- Water Treatment Plant staff monitor lift stations around the clock through real- time SCADA displays maintained at the plant.

SEWER OVERFLOW RESPONSE PLAN

WASTEWATER COLLECTION SYSTEM

NOTIFICATION

During regular working hours, the Wastewater Collection staff is notified of overflows by the public or a City staff member. The reports are called in to the Public Works Maintenance Operations Office and are immediately reported to the Wastewater Collection Division Supervisor. During off-duty hours, reports of overflows are called in to the Water Treatment Plant. The staff at the Water Treatment Plant immediately calls the wastewater collection on-call worker or standby person.

IMMEDIATE ACTION

During regular working hours, staff and a Vactor truck is immediately dispatched to the scene to clear the stoppage. Recovery crews are dispatched as needed. During off-duty hours, the standby employee responds and calls out crews as needed. A Supervisor is called as soon as possible. An additional Vactor is dispatched for containment as needed.

GUIDELINES

The City of Poway implements all remedial actions to the extent that they are applicable to the discharge, including the following:

- Interception and rerouting of sewage flows around the sewage line failure;
- Vactor truck recovery of sanitary sewer overflows and wash down water;
- Use of portable aerators where complete recovery of the sanitary sewer overflow is not practicable and where severe oxygen depletion in existing surface waters is expected; and
- Cleanup of debris of sewage origin at the overflow site.

Removal of the blockage is the first priority, followed by efforts to contain and recover the overflow. The affected area is disinfected and receives a wash down. All wash downs are contained and recovered by a Vactor. All line segments involved in the overflow are inspected by the division's TV crew. Bilingual warning signs may be posted depending upon the boundaries of the spill. Notification is performed immediately after clearing the stoppage and posting the affected areas. Notification is conducted in accordance with the attached procedures and report form for overflows (Exhibits 2, 3).

SEWER OVERFLOW RESPONSE PLAN

PUMP STATIONS

NOTIFICATION

During regular working hours, the Wastewater Pumping Division staff is notified of any pumping station malfunction by the Water Treatment Plant staff that monitors all incoming pump station alarms.

During off-duty hours, alarms are also monitored by the Water Treatment Plant staff. In the event of a pump station malfunction, the duty operator will immediately dispatch the Treatment Plant on-call worker or standby person.

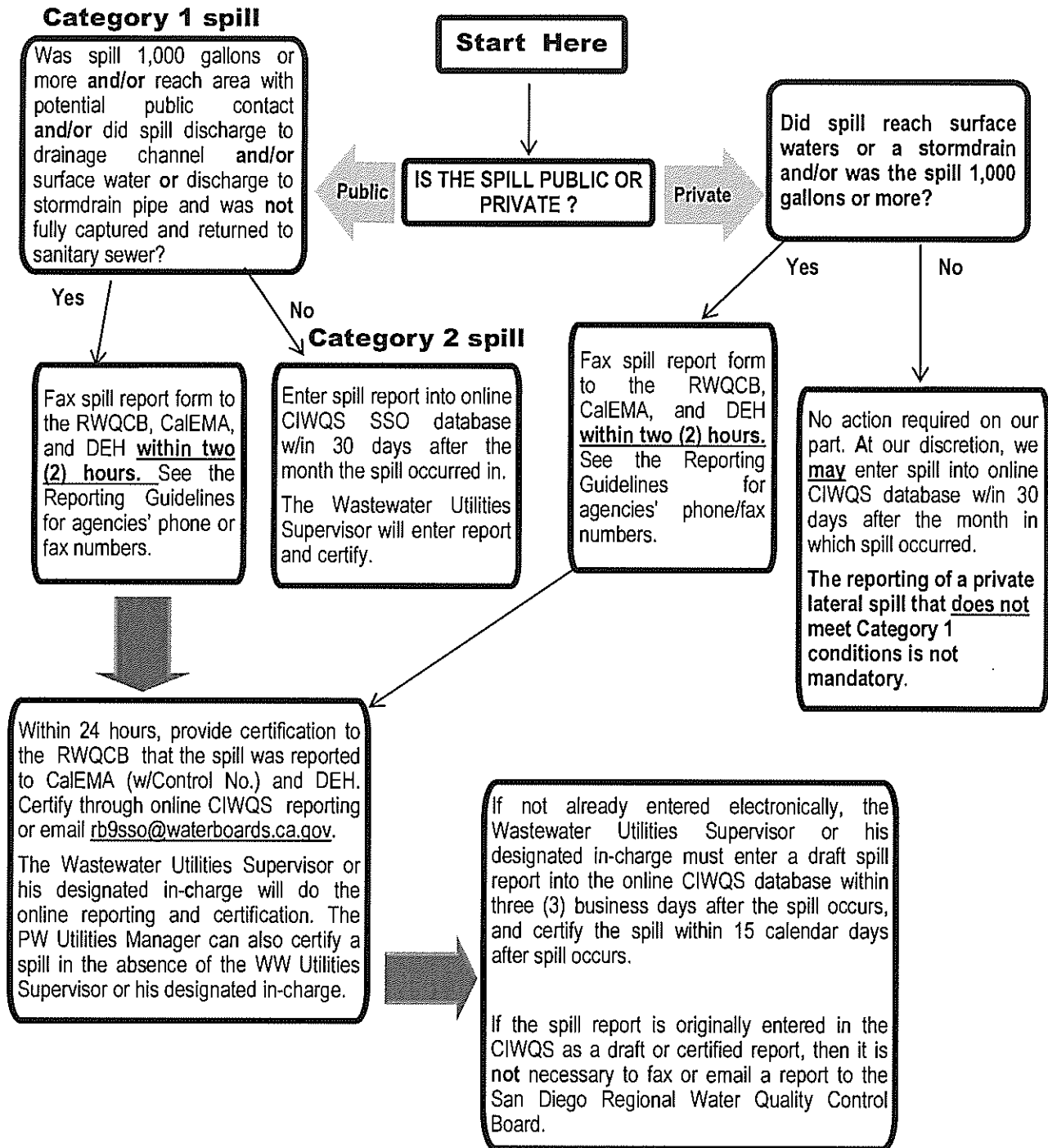
IMMEDIATE ACTION

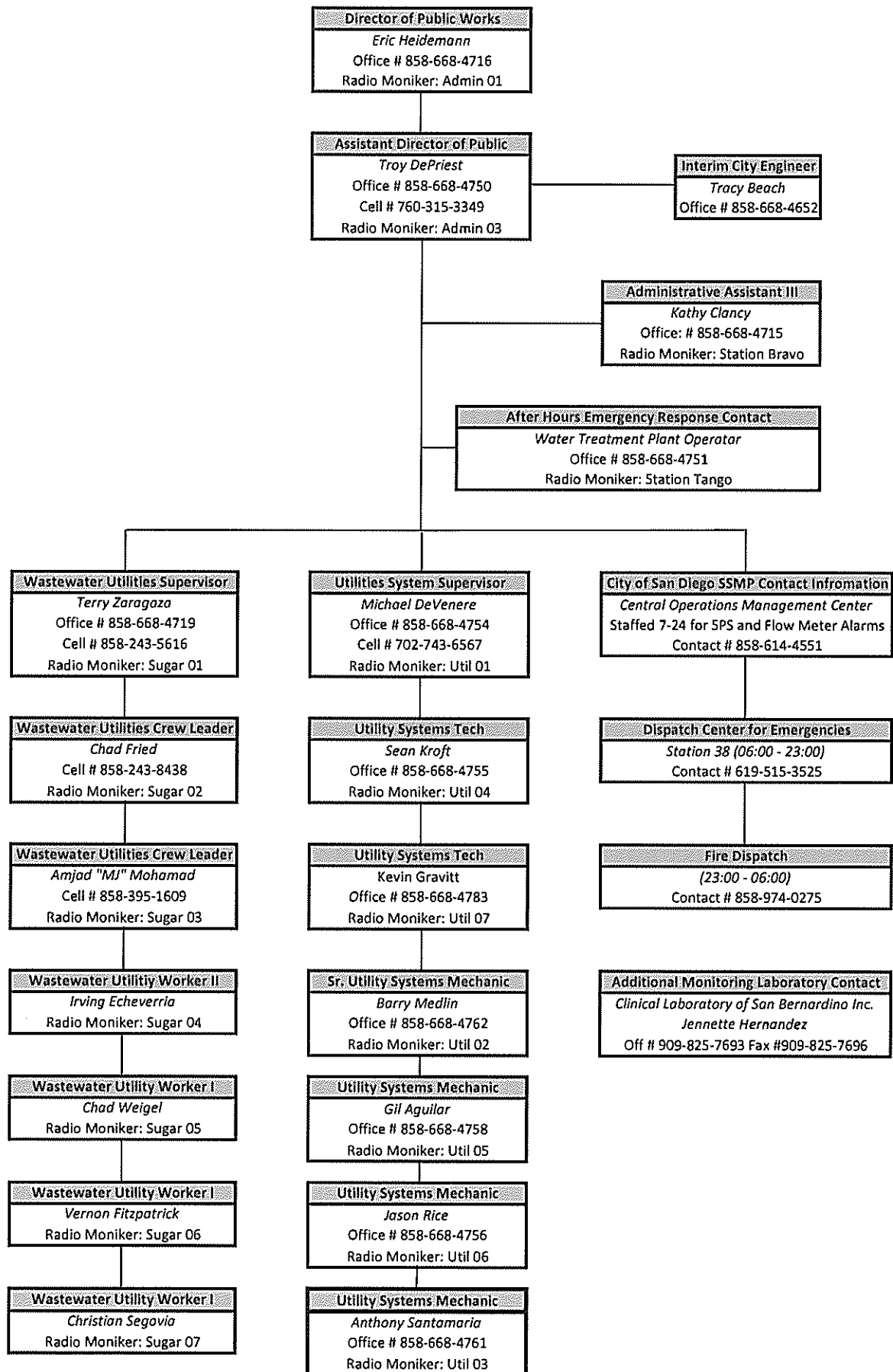
During regular working hours, the Vactor Crew is dispatched to the site to pump down the wet well and keep it from overflowing. A repair crew is also dispatched to assess and make the necessary repairs to put the station back into operation. During after-hours, the standby employee responds and calls out the necessary crews. A Supervisor is notified as soon as possible.

GUIDELINES

The top priority is to prevent any new spillage and contain and recover existing overflow. Concurrent to this process, the repair of the station is of vital importance. All areas exposed to overflow are disinfected and receive a wash down. Bilingual warning signs may be posted depending upon the boundaries of the spill. Notification to RWQCB and health agencies is performed immediately after containing the overflow. The Vactor Crew will remain at the site until the sewer lift station is put back into service. Notification will be done in accordance with the attached procedures and report form for overflows (Exhibits 2, 3).

SANITARY SEWER OVERFLOW (SSO) SPILL REPORTING "QUICKIE" GUIDELINES





SANITARY SEWER OVERFLOW REPORTING CRITERIA



There are three (3) types or classifications of sanitary sewer spills or overflows (called SSO's). Please familiarize yourself with each category in order to determine which reporting process is required. The *SSO Spill Reporting "Quickie" Guidelines* reference sheet is also attached.

CATEGORY 1 SPILLS ARE THE MOST CRITICAL AND ARE CLASSIFIED AS DISCHARGES OF SEWAGE THAT:

- Equal or exceed 1,000 gallons and/or any spill to areas with potential public contact; or
- Result in a discharge to a drainage channel and/or surface water (creek, streambed, etc.); or
- Discharge to stormdrain pipe and the discharge was not fully captured and returned to sanitary sewer system.

REPORTING REQUIREMENTS FOR CATEGORY 1 SPILLS:

1. Within two (2) hours after we know of the discharge, we must report the spill to the following agencies:

San Diego Regional Water Quality Control Board

- Phone: 858/637-5581 or 858/467-2952 Fax: 858/571-6972
- After-hours phone: 858-822-8344

County Department Of Environmental Health (DEH)

- Phone: 858/495-5579 Fax: 858/694-3670
- After hours reporting: Call 858/565-5255 and request to have HazMat Duty Specialist paged.

CalEMA (Formerly State Office Of Emergency services or OES)

- Phone only: 800/852-7550 or 916/845-8911. Request a Control Number; the control number is required for our reporting form.

2. No later than 24 hours after we become aware of a Category 1 spill, we must provide the San Diego Regional Water Quality Control Board with certification that CalEMA and the DEH were notified of the spill. The certification is provided through the online reporting system, CIWQS. If the online CIWQS system is not available, the alternate RWQCB form may be used to certify the spill or we can email rb9sso@waterboards.ca.gov. The Wastewater Utilities Supervisor or his designated in-charge **must** certify the spill online. The Public Works Utilities Manager also has authority to certify a spill online in the absence of the Wastewater Utilities Supervisor or his designated in-charge.

CATEGORY 2 SPILLS:

Category 2 spills are all other discharges of sewage resulting from a failure in our collection (sanitary sewer) system.

REPORTING REQUIREMENTS FOR CATEGORY 2 SPILLS

Category 2 spills must be reported through the online (CIWQS) SSO database within 30 days after the end of the calendar month in which the spill occurred. For example, Category 2 spills that happened in the month of January must be entered in the CIWQS database by March 1st. The Wastewater Utilities Supervisor will certify Category 2 spills online.

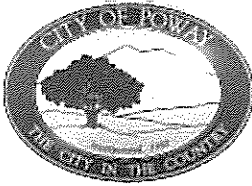
PRIVATE LATERAL SEWAGE DISCHARGES:

A private lateral sewer spill is a sewer discharge that is caused by blockages or other problems within a privately owned lateral.

REPORTING REQUIREMENTS FOR PRIVATE LATERAL SPILLS

Any private lateral sewage spill that meets a Category 1 condition(s) above **must** be reported to the online (CIWQS) SSO database. Any other classified private lateral spill **may** be reported to the online CIWQS SSO database at our discretion.

REPORTING FORM: Our current SSO reporting form (attached) was created to incorporate all mandatory information required to report a Category 1, 2 or private lateral spill to the appropriate regulatory agencies.



City of Poway
Sewer Overflow Prevention and Response Plan
Attendance Sheet

Project Title: _____

Presenter: _____

Location: _____

Date: _____ Project #: _____

	Name	Signature
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

**APPENDIX D
COMPLIANCE GUIDE TO SECTION 3
OF THE
HOUSING AND DEVELOPMENT ACT OF 1968**

**COUNTY OF SAN DIEGO
HOUSING AND COMMUNITY DEVELOPMENT SERVICES**

**A COMPLIANCE GUIDE TO SECTION 3 OF THE HOUSING AND
URBAN DEVELOPMENT ACT OF 1968**

Economic Opportunities for Low- and Very Low-Income Persons

**November 8, 2019
Section 3 Compliance Guide**

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I. Purpose

The County of San Diego's Housing and Community Development Services (HCDS) administers funds from federally-funded programs for housing and community development activities. Recipients and sub-recipients of these funds must ensure that all federal requirements are followed. The purpose of this manual is to provide a guide of "Section 3" requirements. The manual provides a description of the requirements and a copy of the forms that must be completed for compliance.

II. Background

Section 3 of the Housing and Urban Development Act of 1968 recognizes that job training, employment and contract opportunities are generated by U.S. Department of Housing and Urban Development (HUD) programs designed to aid housing, urban planning and community development. Section 3 is a mandate to target these economic opportunities flowing from the HUD-assisted projects to lower income residents and businesses in those jurisdictions and areas where HUD is "investing" public resources. This law requires that HCDS take affirmative steps to meet this objective. Through HUD regulations, participants in HUD's assistance programs—recipients and contractors—are required to make good faith efforts to provide "to the greatest extent feasible" opportunities to Section 3 area residents and Section 3 business concerns.

III. Definitions

a. Section 3 Resident

- i. Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size. See accompanying Table (page 17) for income limits set by HUD for the San Diego region.

b. Section 3 Business Concern

- i. A Section 3 business concern--
 1. That is 51 percent or more owned by Section 3 residents; or
 2. That has permanent full-time employees including persons, at least 30 percent of whom are currently Section 3 residents, or who are Section 3 residents within three years of the date of first employment; or
 3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet qualifications set forth in conditions (1) or (2) of this paragraph.

c. New Hire

- i. A full-time employee for a new permanent, temporary or seasonal position that is generated from the expenditure of HUD funds covered by the Section 3 regulations. This section refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3-covered award or at the time of receipt of Section 3-covered assistance.

d. Sub-recipient

- i. A public or private non-profit agency or organization receiving CPD funds (i.e.,

CDBG, HOME) from a grantee or another sub-recipient to undertake eligible activities.

e. Contractor

- i. Any entity which contracts to perform work generated by the expenditure of Section 3-covered assistance, or for work in connection with a Section 3-covered project.

f. Subcontractor

- i. Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3-covered assistance, or arising in connection with a Section 3-covered project.

IV. Applicability

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] applies to Community Planning & Development (CPD) Programs and Public and Indian Housing Programs (PIH).

a. Section 3-Covered Community Planning and Development (CPD) Funding:

- i. Community Development Block Grant (CDBG)
- ii. Home Investment Partnership Program (HOME)
- iii. Housing Opportunities for Persons with Aids (HOPWA)
- iv. Economic Stimulus
- v. Economic Development Initiative (EDI)
- vi. Brownfield Economic Development Initiative (BEDI)
- vii. Emergency Solutions Grant (ESG)
- viii. Homeless Assistance
- ix. University Partnership Grant
- x. Neighborhood Stabilization Program (NSP)
- xi. Lead Hazard Control Grant
- xii. Certain Grants Awarded Under HUD Notices of Funding Availability (NOFAs)

***NOTE:** The requirements of Section 3 only apply to the portion(s) of covered funding that are issued by HCDS for use in housing rehabilitation (including the reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement); housing construction; and other public construction projects.

b. Section 3 applies to the following types of Public and Indian Housing (PIH) assistance:

- i. Public Housing Operating subsidies;
- ii. Public Housing Capital Funds for Development and Modernizations;
- iii. Hope VI Revitalization Grants;
- iv. Resident Opportunities and Self-Sufficiency (ROSS) Grants;
- v. Family Self-Sufficiency (FSS) Grants; and
- vi. Economic Stimulus Funding

***NOTE:** The requirements of Section 3 apply to **all Public Housing Authorities (PHAs)** regardless of size or number of units. The requirements also apply to **all contractors** that receive awards from PHAs, regardless of the dollar amount of the contract.

V. Thresholds

Community Planning & Development (CPD)

Section 3 requirements only apply when any of the following thresholds are reached for CPD funding.

a. Sub-recipient Threshold

- i. A sub-recipient that receives community development assistance covered by Section 3 for which the total aggregate amount of assistance exceeds \$200,000 for projects/activities involving housing construction, rehabilitation, or other public construction.

Example: The City of Hilltop receives \$210,000 through the CDBG program. The funds will be used as follows:

1. Housing rehabilitation - \$180,000
2. Micro-enterprise revolving loan fund - \$20,000; and
3. Fair housing counseling - \$10,000

The City of Hilltop is not subject to Section 3 requirements because only \$180,000 is spent for Section 3-covered activities, and the remaining \$30,000 is not used for construction, rehabilitation, or other public construction. Therefore, the \$200,000 threshold is not met. However, the city must still submit applicable Section 3 sub-recipient forms to HCDS.

b. Contractor and Subcontractor Thresholds

- i. Section 3 requirements apply to contractors and subcontractors performing work on the Section 3-covered project(s) for which the total amount of the assistance exceeds \$100,000; and the contract or subcontract exceeds \$100,000.

Example: The City of Summit receives \$300,000 through the CDBG program. The funds will be used as follows:

1. Housing rehabilitation – \$250,000 (\$150,000 of which will be under contract)
2. First-time homebuyer education - \$50,000

The City of Summit is subject to Section 3 requirements because the \$200,000 threshold is met. In addition, the \$100,000 contractor threshold is also met. The city must submit applicable Section 3 sub-recipient forms to HCDS.

- ii. Professional service contracts (i.e., architecture) are covered under Section 3, provided that the work to be performed by the professional is for work generated by the expenditure of Section 3-covered assistance or for work arising in connection with a Section 3 project (e.g., housing rehabilitation, housing construction, or other public construction project).
- iii. Section 3-covered contracts do not include contracts issued for the purchase of materials, supplies, or equipment, unless installation "work" is involved.

c. Threshold met for sub-recipients, but not contractors or subcontractors

- i. If a sub-recipient receives Section 3-covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the Section 3 preference requirements apply to the sub-recipient (see Responsibilities, Section VIII).

Public and Indian Housing Assistance (PIH)

There is no funding threshold for PIH. Section 3 applies to all PIH activities regardless of the dollar amount. The requirements apply to **all contractors and subcontractors** that receive PIH funds from PHAs, regardless of the type and dollar amount of the contract.

VI. Numerical Goals

Federal regulations, effective June 30, 1994, set numerical goals for jurisdictions for the hiring/training of Section 3 residents and contracting with Section 3 business concerns on HUD-assisted projects. Good faith efforts by contractors and subcontractors will aid jurisdictions to meet their goals.

a. Training and Employment

Goals are based on the percentage of new hires. A new hire means a full-time employee for permanent, temporary or seasonal employment opportunities.

- i. Housing assistance: Employ Section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the Section 3 project.
- ii. Community development assistance: Employ Section 3 residents as 30 percent of the aggregate number of new hires for each year over the duration of the Section 3 project.

b. Contracts

Each contractor and subcontractor that meets the threshold requirement may demonstrate compliance with Section 3 requirements by committing to award Section 3 businesses:

- i. At least 10 percent of the total dollar amount of all Section 3-covered contracts for building trades work for maintenance, repair, modernization or development of public housing; or building trades work arising in connection with housing rehabilitation, housing construction, and other public construction.
- ii. At least 3 percent of the total dollar amount of all other Section 3-covered contracts.

VII. Compliance Time Period is July 1 – June 30

For those projects that have received a release of funds from HUD, Section 3 information that reflects hiring and contracting in the above reporting period should be submitted to HCDS by **July 15** of each year. Supplemental information should be submitted during the next reporting period.

a. Sanctions

Sanctions that may be imposed on recipients that fail to comply with the Section 3 regulations include debarment, suspension and limited denial of participation in HUD programs.

VIII. Responsibilities

a. Sub-recipient

- i. A sub-recipient that receives community development or housing assistance covered by Section 3 has the responsibility to comply with Section 3 in its own operations. This responsibility includes:
 1. Notifying Section 3 residents and businesses about jobs and contracts generated by Section 3-covered assistance, so that residents may seek jobs and businesses may submit bids/proposals for available contracts;
 2. Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist the sub-recipient to meet its goal;
 3. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
 4. Documenting the action that the sub-recipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any;
- ii. Sub-recipients have a responsibility to “ensure compliance” of their contractors and subcontractors. This means that a sub-recipient must:
 1. Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 clauses in contracts and procurement documents.
 2. Refrain from contracting with contractors as to whom they have received notice or have knowledge that the contractors have been found in violation of the regulations in 24 CFR Part 135.
 3. Respond to complaints made to the recipient by Section 3 residents or business concerns that the sub-recipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.
 4. Submit applicable Section 3 forms to HCDS. These forms are used to prepare Form HUD 60002 that is due to HUD in accordance with 24 CFR Part 135.90; and
 5. Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the sub-recipient’s contractors and subcontractors are not in compliance with the regulations of 24 CFR Part 135.

b. Contractor

- i. Notify subcontractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 clauses in subcontract documents.
- ii. Refrain from contracting with subcontractors as to whom they have received notice or have knowledge that the subcontractors have been found in violation of the regulations in 24 CFR Part 135.
- iii. Maintain records that document a good faith effort to utilize Section 3 area residents as trainees and employees (required of both contractor and subcontractor).
- iv. Submit applicable Section 3 forms to Sub-recipient. These forms are used to prepare Form HUD 60002 that is due to HUD in accordance with 24 CFR Part 135.90.

IX. Preferences/the “X” Factor Component

Section 3 businesses are offered a preference. In other words, if a Section 3 business concern is a responsible bidder and their bid price is slightly higher than a non-Section 3

firm, the recipient agency can give preference to the Section 3 business. This is known as the "X" factor.

A reasonable bid is a bid received from a Section 3 business concern that is within a Zone of Consideration (see table below) compared to the lowest bid from any responsive and responsible bidder. The Zone is determined by combining the actual lowest bid amount with the "X" factor. The "X" factor is the lesser of:

1. The percentage (expressed in dollars) listed in the chart below; OR,
2. The actual dollar amount listed on the chart below.

Zone of Consideration

If the Lowest Bid is		The "X" FACTOR is the Lesser of	
At Least	But Less Than		
\$ 0	\$ 100,000	10%	\$ 9,000
\$ 100,000	\$ 200,000	9%	\$ 16,000
\$ 200,000	\$ 300,000	8%	\$ 21,000
\$ 300,000	\$ 400,000	7%	\$ 24,000
\$ 400,000	\$ 500,000	6%	\$ 25,000
\$ 500,000	\$1,000,000	5%	\$ 40,000
\$1,000,000	\$2,000,000	4%	\$ 60,000
\$2,000,000	\$4,000,000	3%	\$ 80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	NO LIMIT

X. Examples of Actions Demonstrating a Good Faith Effort

- a. Targeted recruitment of Section 3 area residents for training and employment positions by taking such steps as:
 - i. Advertising in local media;
 - ii. Prominently placing a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken;
 - iii. Contacting local job training centers, employment service agencies and community organizations;
 - iv. Developing on-the-job training opportunities or participating in job training programs;
 - v. Contacting assisted housing resident councils and resident management corporations;
 - vi. Keeping a list of Section 3 area residents who apply on their own or by referral for available positions;
 - vii. Sending to labor organizations or representatives of workers with whom the recipient, contractor or subcontractor has a collective bargaining agreement or understanding, a notice about contractual commitments under Section 3; and
 - viii. Selection of Section 3 area residents for training and employment positions.

XI. Recipient Records and Reports

a. Recordkeeping and access to records:

HUD and HCDS shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the Section 3 regulations.

b. Examples of records to be maintained are:

- i. Copies of advertisements for training and employment;
- ii. Lists of Section 3 residents who applied or otherwise expressed an interest in training positions or employment;
- iii. Copies of solicitations or requests for proposals;
- iv. Documentation of pre-construction conferences;
- v. Records of bid evaluations and selections;
- vi. Correspondence or other documentation related to Section 3 grievances;
- vii. Photographic evidence of displayed signs;
- viii. Copies of letters to community organizations;
- ix. Copies of notifications of awards to grantees and contractors;
- x. Copies of business affirmative action plans, including records of solicitation mailing lists, direct solicitation of bids or proposals; and
- xi. Evidence of affirmative steps to include Section 3 business concerns such as dividing total work requirements into smaller sub-tasks; joint ventures between a large business and a Section 3 business concern; and limiting competition to Section 3 business concerns pursuant to HUD regulations at 24 CFR Part 963.

XII. Contractor—Instructions for Completing Forms

The following forms are completed when the contract exceeds \$100,000:

- a. **SECTION 3 FORM A – Bidders Certification:** This form is completed and submitted with the bid.
- b. **SECTION 3 FORM B – Estimated Workforce Breakdown:** This form is completed at the beginning of the project.
- c. **SECTION 3 FORM C – Actual Workforce Breakdown:** This form is completed at the end of the project, and/or at the end of the reporting period.
- d. **SECTION 3 FORM D – Certification of Section 3 Business Concern:** This form is completed to determine a Section 3 business.
- e. **SECTION 3 FORM E – Income Certification for Section 3 Resident:** This form is completed by employees working on the project to determine Section 3 residents.

XIII. Sub-recipient Instructions for Completing Forms

The following forms are completed when the sub-recipient received at least \$200,000 in covered funds:

- a. **SECTION 3 FORM C – Actual Workforce Breakdown:** This form is completed at the end of the project, and/or at the end of the reporting period, if the sub-recipient has new hires.
- b. **SECTION 3 FORM F – Section 3 Contractor Summary Report:** This form is a summary of all contracts issued for the project, whether or not the individual contract exceeds \$200,000.
- c. **SECTION 3 FORM G – Section 3 Project Summary Report:** This form is completed using information from the completed Section 3 Form C – Actual Workforce Breakdown (i.e., sub-recipients and/or contractors).

SECTION 3 – FORM A
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 BIDDER'S CERTIFICATION

Name of Company: _____

Address: _____

Project Title: _____ Number: _____

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer: _____

Title of Officer: _____

Date: _____

SECTION 3 – FORM B
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

To be completed by contractors during the bidding process

1. Contractor Name and Address:	2. County Contract No.:	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone (include area code):
	6. Reporting Period:	7. Date Report Submitted:
8. Project Name:	9. HUD No. (HCDS use):	
10. Person Completing Form (if different from item 4 above):	11. Phone (if different from item 5 above):	12. Email:

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List)				
Trade:				
Trade:				
Trade:				
Trade:				
Other (List)				

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 3989 RUFFIN ROAD
 SAN DIEGO, CA 92123-1815

SECTION 3 ACTUAL WORKFORCE BREAKDOWN

To be completed by contractors at the completion of the reporting period (July 1 – June 30) or at the completion of the work, whichever comes first.

1. Contractor Name and Address:	2. County Contract No.:	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone (include area code):
	6. Reporting Period:	7. Date Report Submitted:
8. Program Code*:	9. Project Name:	10. HUD No. (HCDS use):
11. Person Completing Form (if different from item 4 above):	12. Phone: (if different from item 5 above):	13. Email:

Part I: EMPLOYMENT AND TRAINING (Include New Hires in Columns E & F)

A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List)					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List)					

*Program Codes
 1 = Flexible Subsidy
 2 = Section 202/811

3 = Public/Indian Housing
 A = Development
 B = Operation
 C = Modernization

4 = Homeless Assistance
 5 = HOME
 6 = HOME State Administered
 7 = CDBG – Entitlement

8 = CDBG - State Administered
 9 = Other CD Programs
 10 = Other Housing Program

SECTION 3: Actual Workforce Breakdown – Continued

Page 2 of 3

SECTION 3 – FORM C
HCDS Version of Form HUD-60002
CONTRACTOR/SUB-RECIPIENT**PART II: Contracts Awarded****1. Construction Contracts:**

- | | |
|---|----------|
| A. Total dollar amount of all contracts awarded on the project | \$ _____ |
| B. Total dollar amount of contracts awarded to Section 3 businesses | \$ _____ |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | _____ % |
| D. Total number of Section 3 businesses receiving contracts | _____ |
- (List Section 3 businesses and addresses)
-

2. Non-Construction Contracts:

- | | |
|--|----------|
| A. Total dollar amount of all non-construction contracts awarded on the project/activity | \$ _____ |
| B. Total dollar amount of non-construction contracts awarded to Section 3 businesses | \$ _____ |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | _____ % |
| D. Total number of Section 3 businesses receiving non-construction contracts | _____ |
- (List Section 3 businesses and addresses)
-

PART III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

(Check all that apply.)

- ☐ Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contacts with the community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which the Section 3-covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3-covered project is located.
- ☐ Other; describe below:

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low- income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 or the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

SECTION 3 Actual Workforce Breakdown Continued:**SECTION 3 – FORM C**
HCDS Version of Form HUD-60002
CONTRACTOR/SUB-RECIPIENT

Page 3 of 3

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any *public and Indian housing programs* that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to *contracts and subcontracts in excess of \$100,000* awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to *employment and training*. The recipient has the option to determine the numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E, and F). Part II of the form relates to contracting, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs was directed toward low- and very low-income persons.* A recipient of Section 3-covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10, and, if the project ends before December 31, within 10 days of project completion. *Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3-covered contractors and subcontractors.*

1. Contractor/Subcontractor: Enter the name and address of the Contractor/Subcontractor submitting this report.
2. County HCDS Contract No.: Enter the number that appears on the award. The number may be a contract number or a work authorization, if another County Department.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
4. & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.
8. Program Code: Enter the appropriate program code, as listed at the bottom of the page.
9. Project Name: Enter the name of the County SDHCDS project.
10. HUD No. (HCDS use). Enter the number assigned to the project.
11. & 12. & 13. Person Completing the Form: Enter the name, telephone number and email of the person completing the form.

*The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. *Low-income persons* mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. *Very low-income persons* mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3-covered award or at the time of receipt of Section 3-covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. *Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3-covered award or at the time of receipt of Section 3 - covered assistance.*

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities**Block I: Construction Contracts**

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with the project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts—Self-explanatory

SECTION 3 – FORM D
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address:	2. Contractor License Number:	3. County Contract Number:
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCDS use):
8.a. Contact Person:	8.b. Phone (include area code):	8.c. Email:
9. Person Completing Form (if different from item 8.a. above):	9.b. Phone (if different from item 8.b. above):	9.c. Email (if different from 8.c. above):

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS? ☐ YES ☐ NO

Qualifying Basis:

1. ☐ 51 percent owned by Section 3 resident*; or
2. ☐ Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
3. ☐ Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

Signature Print Name Title Date

***Section 3 Resident:** Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

SECTION 3 – FORM E
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address:	2. Contractor License Number:	3. County Contract Number:
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCDS use):
8.a. Contact Person:	8.b. Phone (include area code):	8.c. Email:

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

- | | |
|--|---|
| 1. What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer) | 3. Number of persons in your household? |
| _____ | _____ |
| 2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification) | 4. What is the total combined annual income of all
members of your household?
_____ |

Name (Print): _____

Address of Household: _____

Telephone Number: _____

Email Address: _____

Employee's Signature

Date

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2019 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
Low- Income	FAMILY SIZE							
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$59,950	\$68,500	\$77,050	\$85,600	\$92,450	\$99,300	\$106,150	\$113,000

Note: HUD sets the income limits, which are updated annually. Contact HCDS for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

SECTION 3 – FORM F
SUB-RECIPIENT

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CONTRACTOR SUMMARY REPORT

To be completed by the sub-recipient at the end of the reporting period (July 1 to June 30) or at the end of the project, whichever comes first. Complete the form if the sub-recipient received at least \$200,000 total in covered funds (i.e., CDBG, HOME, HOPIWA, etc.).

1. Sub-recipient Name and Address:	2. County Contract No.:	3. Dollar Amount of County Contract:
	4. Funding Source (i.e., CDBG):	5. Date Report Submitted:
	6. Contact Person:	7. Phone (include area code):
8. Reporting Period:	9. Project Name:	10. HUD No. (HCDS use):
11. Person Completing Form (if different from 6 above):	12. Phone (if different from 7 above):	13. Email:

SUMMARY OF CONTRACTOR/SUBCONTRACTORS

Prime Contractor/ Subcontractor Name	Contracting Period	Contract Dollar Amount	Is contract dollar amount at least \$100,000? (Yes/ No) If Yes, Section 3 Report Required.	Section 3 Report Attached? (Yes/ No)	Section 3 Report Previously Submitted (Date)
TOTAL:					

**COUNTY OF SAN DIEGO
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 3989 RUFFIN ROAD
 SAN DIEGO, CA 92123-1815**

SECTION 3 PROJECT SUMMARY REPORT

To be completed by the sub-recipient at the end of the reporting period (July 1 – June 30) or at the end of the project, whichever comes first. Complete the form if the sub-recipient received at least \$200,000 total in covered funds (i.e., CDBG, HOME, HOPWA, etc.).

1. Sub-recipient Name and Address:	2. County Contract No.:	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone (include area code):
	6. Reporting Period:	7. Date Report Submitted:
8. Program Code*:	9. Project Name:	10. HUD No. (HCDS use):
11. Person Completing Form (if different from item 4 above):	12. Phone (if different from item 5 above):	13. Email:

Part I: EMPLOYMENT AND TRAINING (Include New Hires in Columns E & F)

A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List)					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List)					

*Program Codes
 1 = Flexible Subsidy
 2 = Section 202/811

3 = Public/Indian Housing
 A = Development
 B = Operation
 C = Modernization

4 = Homeless Assistance
 5 = HOME
 6 = HOME State Administered
 7 = CDBG – Entitlement

8 = CDBG - State Administered
 9 = Other CD Programs
 10 = Other Housing Program

SECTION 3: Actual Workforce Breakdown—Continued**SECTION 3 – FORM G**
HCDS Version of Form HUD-60002
SUB-RECIPIENT

Page 2 of 3

PART II: Contracts Awarded**1. Construction Contracts:**

- | | |
|---|----------|
| A. Total dollar amount of all contracts awarded on the project | \$ _____ |
| B. Total dollar amount of contracts awarded to Section 3 businesses | \$ _____ |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | _____ % |
| D. Total number of Section 3 businesses receiving contracts | _____ |
- (List Section 3 businesses and addresses)
-

2. Non-Construction Contracts:

- | | |
|--|----------|
| A. Total dollar amount of all non-construction contracts awarded on the project/activity | \$ _____ |
| B. Total dollar amount of non-construction contracts awarded to Section 3 businesses | \$ _____ |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | _____ % |
| D. Total number of Section 3 businesses receiving non-construction contracts | _____ |
- (List Section 3 businesses and addresses)
-

PART III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

Check all that apply.)

- ☐ Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contacts with the community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which the Section 3-covered program or project is located, or similar methods.
- ☐ Participated in a HUD program, or other program, which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program, or other program, which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3-covered project is located.
- ☐ Other; describe below:

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing a community development assistance programs are directed toward low- and very low- income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

SECTION 3 Actual Workforce Breakdown—Continued:**SECTION 3 – FORM G**
HCDS Version of Form HUD-60002
SUB-RECIPIENT

Page 3 of 3

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any *public and Indian housing programs* that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to *contracts and subcontracts in excess of \$100,000* awarded in connection with the Section-3-covered activity.

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Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs was directed toward low- and very low-income persons.* A recipient of Section 3-covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10, and, if the project ends before December 31, within 10 days of project completion. *Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3-covered contractors and subcontractors.*

1. Sub-recipient: Enter the name and address of the recipient submitting this report.
2. County HCDS Contract No.: Enter the number that appears on the award. The number may be a contract number or a work authorization, if another County Department.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
4. & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.
8. Program Code: Enter the appropriate program code, as listed at the bottom of the page.
9. Project Name: Enter the name of the County SDHCDS project.
10. HUD No. (HCDS use). Enter the number assigned to the project.
11. & 12. & 13. Person Completing the Form: Enter the name, telephone number and email of the person completing the form.

*The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. *Low-income persons* mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. *Very low-income persons* mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3-covered award or at the time of receipt of Section 3-covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. *Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3-covered award or at the time of receipt of Section 3-covered assistance.*

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities**Block I: Construction Contracts**

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with the project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts—Self-explanatory

APPENDIX ONE

Section 3 Contract Clauses:

These clauses should be included in the solicitation package and/or any contract awarded for Section 3-covered projects administered by the sub-recipient:

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (3) 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.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (7) 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).

APPENDIX TWO

(Page 1 of 2)

Section 3 Questions and Answers

Section 3 Jobs for Residents:

Provide job training, economic opportunities, and self-sufficiency to businesses and residents of neighborhoods receiving U.S. Department of Housing and Urban Development (HUD) funding for housing and community development.

What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency.

Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to residents and businesses in that area.

Section 3 Policy

Congress established the Section 3 policy to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Residents of public housing and low-income persons who live in the area in which a HUD-assisted project is located.

What is a Section 3 business?

A business that:

- Is owned by Section 3 residents; or
- Employs Section 3 residents in full-time positions; or
- Subcontracts with businesses which provide economic opportunities to low-income persons.

What types of economic opportunities are available under Section 3? Examples include:

Administrative/ Management		
Accounting	Payroll	Research
Bookkeeping	Purchasing	Word Processing
Services		
Appliance Repair	Floral	Marketing
Carpet Installation	Janitorial	Photography
Catering	Landscaping	Printing
Computer/ Information	Manufacturing	Transportation
Construction		
Architecture	Bricklaying	Cement/ Masonry
Demolition	Drywall	Electrical
Elevator Construction	Carpentry	Engineering
Fencing	Heating	Ironworks
Machine Operation	Painting	Plastering
Plumbing	Surveying	Tile Setting

Who will award the economic opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are required to provide economic opportunities to the greatest extent feasible, consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the neighborhood
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses which fit the definition of a Section 3 business

How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to tell residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are effective ways of getting jobs and people together.

How can businesses and low-income persons find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Field Office.

What kinds of economic opportunities?

- Job training
- Employment
- Contracts

What if it appears that an entity is not complying with Section 3?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. A complaint that cannot be resolved voluntarily can result in an administrative hearing.

Will HUD require compliance?

Yes. HUD investigates complaints and monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

They can file a complaint in writing to the local HUD Field Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W., Room 5100
Washington, D.C. 20410-2000

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient or contractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought

APPENDIX THREE

(Page 1 of 2)

SECTION 3 COMPLIANCE—SUGGESTED EXAMPLES

Following are acceptable methods that, when documented demonstrate compliance with Section 3:

1. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for a contractor's or subcontractor's training and employment positions.
2. Advertising the jobs to be filled through the local media.
3. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably a Section 3 Business Concern) that will undertake efforts to match eligible and qualified Section 3 residents with the training and employment positions that the contractor intends to fill.
4. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public housing residents and other Section 3 residents in the building trades.
5. Advertising the 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 housing developments where category 1 or category 2 persons reside.
6. Entering into "first source" hiring agreements with organizations representing Section 3 residents.
7. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing developments where category 1 or category 2 persons reside, to request the assistance of those organizations in notifying residents of the training and employment positions to be filled.
8. Sponsoring a job information meeting to be conducted at a location in the housing developments where category 1 or category 2 persons reside, or in the neighborhood or service area of the Section 3-covered project.
9. Arranging assistance in conducting job interviews and completing job applications for residents of the housing developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
10. Arranging for a location in the housing developments where category 1 or category 2 persons reside, or the neighborhood or service area of the project, where job applications may be delivered and collected or where job interviews can be conducted.
11. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
12. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

APPENDIX THREE

(Page 2 of 2)

Efforts to Award Contracts to Section 3 Business Concerns that Demonstrate Compliance with the "Greatest Extent Feasible" Requirements of Section 3

1. *In determining the responsibility of potential subcontractors, consider their record of Section 3 compliance, as evidenced by past actions and their current plans for the pending subcontract.*
2. *Contacting business assistance agencies, minority contractor's associations and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3-covered assistance.*
3. *Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitation or request for proposals.*
4. *Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.*
5. *Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.*
6. *Advising Section 3 Business Concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.*
7. *Arranging solicitations, times for presentations of subcontract bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.*
8. *Where appropriate, breaking out subcontract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.*
9. *Advertising subcontracting opportunities through trade association papers and newsletters, and through other local media, such as newspapers of general circulation.*
10. *Requesting a list of eligible Section 3 Business Concerns according to desired trades. HCDS exchanges information with the San Diego Housing Commission*

NOTICE TO ALL EMPLOYEES WORKING ON FEDERALLY-FUNDED PROJECTS

SECTION 3 COMPLIANCE

Section 3 is a statutory provision that targets economic opportunities flowing from U.S. Department of Housing and Urban Development (HUD)-assisted projects, to lower income residents and businesses in areas where HUD is “investing” public funds. This legislation stipulates that participants in HUD’s assistance programs—recipients and contractors—are required to make good faith efforts to provide, “to the greatest extent feasible,” employment, training and contracting opportunities, to Section 3 residents and business concerns.

If you have questions about Section 3 regulations, call the County of San Diego Department of Housing and Community Development at (858) 694-4825.

APPENDIX E
FEDERAL LABOR STANDARDS HUD-4010

A. 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.

(1) MINIMUM WAGES

- (i) 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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

- (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 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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(s), 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 1(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 1(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 1235-0023 and 1215-0018)
- (ii) **Certified Payroll Reports.**
- (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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

- (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; and
 - (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
 - (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

**APPENDIX F
COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS POLICY
DISABLED VETERANS BUSINESS ENTERPRISE PROGRAM
B-39A**

**COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject

Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program

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Purpose

To establish a Board Policy to promote Veteran Owned Business (VOB) and Disabled Veteran Business (DVB) participation in County Contracts.

Background

All veterans, and particularly disabled veterans have made great sacrifices serving and defending our country. Their dedication and sacrifices have not gone unrecognized. The County, like the State and federal governments, has recognized veterans' service through contracting practices that promote successful veteran owned business participation in government contracting. This policy continues the County's practice of promoting successful veteran owned business participation in County contracting.

Policy

It is the policy of the Board of Supervisors to promote veteran owned business participation in County contracts by:

1. Establishing a three-percent (3%) DVB subcontractor participation goal in applicable County Procurements where the prime contractor intends to use subcontractors.
2. Exempting from competition, pursuant to Board Policy A-87 (Competitive Procurement), procurements from DVBS of goods and/or services.
3. Exempting from competition, pursuant to Board Policy A-87 (Competitive Procurement), informal competitive procurements set aside for VOBs.
4. Separating large contractual requirements into smaller segments when in the County's best interest and where doing so would maximize VOB participation.
5. Authorizing progress payments to VOBs as well as make payments to VOBs within 15 calendar days of receipt of approved invoices and receiving reports as determined by the Auditor and Controller where:
 - a. the VOB demonstrates in writing that early payments and progress payment are necessary for it to successfully complete its obligations under the agreement; and
 - b. the VOB is otherwise in good standing in performance of its duties under the Contract.

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Procedure

1. Definitions.

- a. Disabled Veteran Business Enterprise (DVBE): A business certified by the State of California as a Disabled Veteran Business Enterprise.
- b. Service-Disabled Veteran-Owned Small Business (SDVOSB): A business certified by the U.S. Department of Veterans Affairs as a Service-Disabled Veteran-Owned Small Business.
- c. Veteran Owned Small Business (VOSB): A business certified by the U.S. Department of Veterans Affairs as a Veteran-Owned Small Business.
- d. Veteran Owned Business (VOB): Collectively a VOSB, SDVOSB or a DVBE.
- e. Disabled Veteran Business (DVB): Collectively a SDVOSB or a DVBE.
- f. Procurement: The acquisition of services or public works, using a process of Formal Bidding, Competitive Negotiated Procurement, or Reverse Auction pursuant to Board Policy A-87 (Competitive Procurement); or the acquisition of professional services pursuant to Board Policy F-40 (Procuring Architectural, Engineering and Related Professional Services).
- g. Contract: All agreements, contracts, and purchase orders resulting from a Procurement.
- h. Director: The Director of the Department of Purchasing and Contracting.
- i. Special District: An entity established by State, federal or County law, regulation or Ordinance and where the governing body is exclusively comprised of the five members of the Board of Supervisors. The term Special District shall also include any authority whose governing body is exclusively comprised of the five members of the Board of Supervisors.

2. DVB Subcontractor Participation Requirements.

- a. DVB Subcontractor Participation Requirements are established for the following Procurements:

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- i. Procurements for Services or Professional Services estimated to exceed \$1 million: the prime contractor shall make a good faith effort to meet or exceed a 3% DVB Subcontractor Participation goal.
 - ii. Public Works Procurements estimated to exceed \$500,000 but not \$1 million: the prime contractor shall make a good faith effort to meet or exceed a 3% DVB Subcontractor Participation goal.
 - iii. Public Works Procurements estimated to exceed \$1 million: the prime contractor shall meet or exceed 3% DVB Subcontractor Participation goal.
- b. The DVB Subcontractor Participation Requirements of this Policy shall apply to all Procurements paid for in whole or in part out of County or Special District funds, with the following exceptions:
 - i. Contracts where the prime contractor is a nonprofit organization.
 - ii. Contracts where the prime contractor is a Small Business Enterprise as that term is defined in Board Policy B-53 (Small Business Policy).
 - iii. Contracts where the prime contractor is a VOB.
 - iv. Public Works Procurements that implement federal or State requirements for disabled veteran contracting programs.
 - v. Procurements where DVB participation goals or requirements are prohibited or modified by State or federal law.
- c. Calculating DVB Subcontractor Participation.
 - i. DVB Subcontractor Participation shall be calculated by taking the aggregate value of all DVB subcontractors proposed by the prime contractor as a percentage of the total value of the bid or proposal, or for professional services Procurements, the total value of the Contract.

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- ii. Indefinite delivery/indefinite quantity Contracts: DVB Subcontractor Participation shall be determined by calculating the DVB Subcontractor Participation for each individual task order.
- iii. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.
- d. Verification of compliance with applicable DVB Subcontractor Participation Requirements.
 - i. Prime contractors shall submit for the County's review and approval a DVB subcontractor utilization plan.
 - ii. County departments shall document their verification of the prime contractor's compliance with the DVB Subcontractor Participation Requirements when recommending a Contract for award.
 - iii. Failure to provide adequate evidence of meeting a DVB Subcontractor Participation Requirement in response to the County's Procurement requirements or subsequent request for evidence may be grounds for disqualification from Contract award.
 - iv. For procurements using Formal Bidding, if the lowest bidder does not comply with the DVB Subcontractor Participation Requirements of this policy, it shall be deemed ineligible for award, and the next lowest responsive and responsible bidder that complies with this policy will become eligible for award.

3. Implementation.

- a. The Director shall coordinate with the Office of Military & Veteran Affairs to promote this policy and its objectives.
- b. The Director shall formulate and issue guidance specifying the procedures and processes to be followed to comply with the DVB Subcontractor Participation Requirements. The DVB Guidance shall generally be based upon the DVB or equivalent participation goal program for State contracts established by current California statutes and regulations.

**COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject

Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program

**Policy
Number**

B-39a

Page

5 of 5

- c. The Director may waive the DVB Subcontractor Participation Requirements, in whole or in part, where enforcement would inhibit competition.
- d. Contractors with existing or future Contracts that include a DVBE requirement shall be in compliance with that requirement by using or by having used DVBEs, except where they are otherwise required to meet a DVBE goal by State, federal, local law, or the applicable funding source.

Responsible Departments

- 1. Department of Purchasing and Contracting
- 2. Department of Public Works
- 3. Department of Park and Recreation
- 4. Department of General Services
- 5. HHSA – Office of Military & Veteran Affairs

Sunset Date

This policy will be reviewed for continuance by 12-31-2022.

References

Board Actions
 5/14/96 (12)
 9/30/97 (16)
 3/12/2002 (10)
 01/28/03 (16)
 12/08/09 (16)
 06/28/11 (9)
 12/15/15 (21)
 12/08/20 (25)

APPENDIX G
FORM HUD-2516

OMB Approval No.: 2577-0088 (exp. 10/31/2000)

Executive Orders 12432 and 11625 requires Federal agencies to promote Minority Business Enterprise (MBE) participation in their programs and prescribes additional arrangements for developing and coordinating a National Program for MBE. Pursuant to Executive Order 12432, the Department of Commerce requires an annual report on MBE achievements. The information provided on Public and Indian Housing Programs will be used to monitor and evaluate HA performance and to develop and submit the Annual Report to the President. Responses to the collection of information are voluntary. The information requested does not lend itself to confidentiality

Check if:

2. Location (City, State, ZIP Code)

[illegible]

CPD:	7c: Type of Trade Codes: Housing/Public Housing:	7d: Racial/Ethnic Codes:	5: Program Codes (Complete for Housing and Public and Indian Housing programs only):
1 = New Construction	1 = New Construction	1 = White Americans	1 = All insured, including Section 8
2 = Education/Training	2 = Substantial Rehab.	2 = Black Americans	2 = Flexible Subsidy
3 = Other	3 = Repair	3 = Native Americans	3 = Section 8 Noninsured, Non-HFDA
	4 = Service	4 = Hispanic Americans	4 = Insured (Management)
	5 = Protect Mangt.	5 = Asian/Pacific Americans	5 = Section 811
		6 = Hasidic Jews	5 = Section 202
			6 = HUD-Held (Management)
			7 = Public/Indian Housing
			8 = Section 811

form HUD-2516 (8/98)

<p>This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under CPD programs including but not limited to: Community Development Block Grants (entitlement); Housing Development Grants; Multi-family Insured and Non-insured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.</p> <p>Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.</p> <p>This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed</p>	<p>for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.</p> <p>A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.</p> <p>The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish</p>	<p>income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.</p> <p>Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h, only once for each contractor/subcontractor on each semi-annual report. Enter the prime contractor's ID in item 7i for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/HAs are to report all contracts. Specifications for Women Owned Businesses must be checked in column 7e as well as the identification of the Racial/Ethnic Code in column 7d. Contracts to Women Owned Businesses require documentation for both 7d and 7e.</p>	<p>Form HUD-2516 (8/98)</p>
<p>Community Development Programs</p> <p>1. Grantee: Enter the name of the unit of government submitting this report.</p> <p>2. Location - self explanatory</p> <p>3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.</p> <p>7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.</p> <p>7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7i, the dollar figure would be for the subcontract only and not for the prime contract.</p> <p>7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7i, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.</p> <p>7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one line on each report for each firm.</p> <p>Previous editions are obsolete.</p>	<p>Multifamily Housing Programs</p> <p>1. Grantee/Project Owner: Enter the name of the unit of government, agency or mortgage lender submitting this report.</p> <p>2. Location - self explanatory</p> <p>3. Contact Person: Same as item 3 under CPD Programs.</p> <p>4. Reporting Period: Check only one period.</p> <p>5. Program Code: Enter the appropriate program code.</p> <p>7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.</p> <p>7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.</p> <p>7c. Type of Trade: Same as item 7c. under CPD Programs.</p> <p>7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.</p>	<p>Public Housing and Indian Housing Programs</p> <p>PHAs/HAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.</p> <p>1. Project Owner: Enter the name of the unit of government, agency or mortgage lender submitting this report. Check box as appropriate.</p> <p>2. Location (City, State, Zip Code)</p> <p>2a. Local Code</p> <p>3. Contact Person: Same as item 3 under CPD Programs.</p> <p>4. Reporting Period: Check only one period.</p> <p>5. Program Code: Enter the appropriate program code.</p> <p>7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.</p> <p>7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.</p> <p>7c. Type of Trade: Same as item 7c. under CPD Programs.</p> <p>7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs. and education/training activities.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.</p>	<p>Form HUD-2516 (8/98)</p>

APPENDIX H
WORKSITE POSTING NOTICE

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
U.S. DEPARTMENT OF LABOR

1-800-457-2522
TDD 1-800-457-2522
www.dol.gov



DL-100-000-0000

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

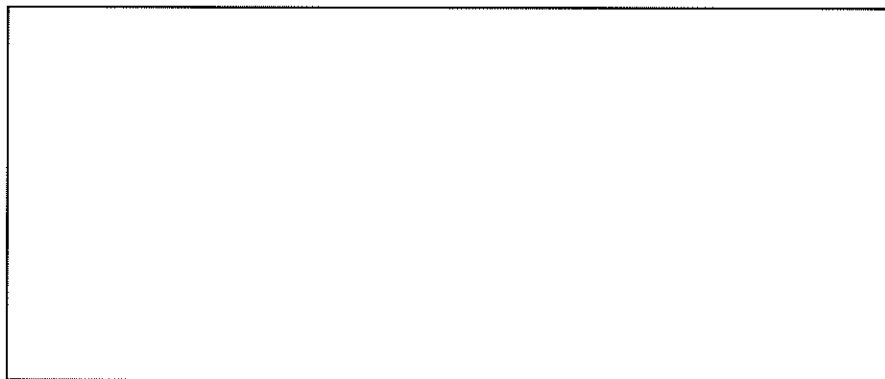
Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:



o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DWHD

DIVISION DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.



**APPENDIX I
CERTIFIED PAYROLL FORM
WH 347**

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/>	OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008 Expires: 02/28/2018
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 3.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work) _____; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3, (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

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(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

APPENDIX J
RECORD OF EMPLOYEE INTERVIEW
HUD-11

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009
(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009.

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.

A. **AUTHORITY:** Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.

B. **PURPOSE:** The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.

C. **ROUTINE USES:** The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.

D. **CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes No Medical Yes No Pension Yes No	4c. Pay stub? Yes No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes No			10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No		
9. Are you paid for all hours worked? Yes No			11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No		
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
Payroll Examination					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner				17b. Date	

**Record of Employee
Interview**

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009
(exp. 12/31/2024)

18. Additional Remarks

**APPENDIX K
STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246 (41 CFR 60-4.3))**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246 (41 CFR 60-4.3))**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geo-graphical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The

evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these

specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**APPENDIX L
DAVIS BACON
LABOR STANDARDS**



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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- c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
 - d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

- b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
<http://www.wdol.gov>

1-4 **RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR**

The principal contractor (also referred to as the **prime** or **general contractor**) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
 2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
 3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
 4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

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- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 **CERTIFIED PAYROLL REPORTS.**

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD’s Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman’s wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman’s wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn’t been DOL- or SAC-certified for probationary apprenticeship is not considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
 2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$.

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.
- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
 - d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
 - e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
 - f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
 - g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
 - 1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
 - 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
 - h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
 - i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
 1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

- b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
 1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:

www.hud.gov/offices/olr

HUD Regulations:

<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):

www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:

<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:

<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:

www.wdol.gov

DOL Forms:

www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet			U.S. Department of Housing and Urban Development Office of Labor Relations			
Project Name:			Wage Decision Number/Modification Number:			
Project Number:			Project County:			
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
Bricklayers			\$	Group #	BHR	Total Wage
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$	Group #	BHR	Total Wage
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			
Additional Classifications (HUD Form 4230-A)						
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL		Date of DOL Approval
			\$			
			\$			
			\$			

Date _____
 I, _____ (Name of Signatory Party) _____ (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the
 _____ (Building or Work) _____, that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
 from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 949,
 63 Stat. 103, 72 Stat. 557, 78 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
 correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that the
 classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
 Apprenticeship and Training, United States Department of Labor or if no such recognized agency exists in a
 State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
 the above referenced payroll, payments of fringe benefits as listed in the contract
 have been or will be made to appropriate programs for the benefit of such
 employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,
 as indicated on the payroll, an amount not less than the sum of the applicable
 basic hourly wage rate plus the amount of the required fringe benefits as listed
 in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
THE SIGNATURE, FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1601 OF TITLE 18 AND SECTION 331 OF TITLE 31 OF THE UNITED STATES CODE.	

APPENDIX M
FEDERAL AUDIT REGULATIONS

Federal Audit Regulations

The Administrator of the Department of Housing and Urban Development and the Comptroller General of the United States or their duly authorized representatives shall have access for the purpose of audit and examination to any books, documents, papers, and records that pertain to federal funds, equipment, and supplies received by the Owner for the Contract.

**APPENDIX N
DAVIS-BACON ACT
WAGE DETERMINATION**

"General Decision Number: CA20230001 01/13/2023

Superseded General Decision Number: CA20220001

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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 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 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0005-002 07/04/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
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 07/04/2022

	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)....	\$ 23.52	13.37

BOIL0092-003 01/01/2021

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

BRCA0004-008 11/01/2022

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 44.65 19.00

BRCA0018-004 06/01/2022

Rates Fringes

MARBLE FINISHER.....\$ 37.87 14.13

TILE FINISHER.....\$ 32.44 12.54

TILE LAYER.....\$ 45.05 18.33

BRCA0018-010 09/01/2022

Rates Fringes

TERRAZZO FINISHER.....\$ 38.37 14.13

TERRAZZO WORKER/SETTER.....\$ 46.49 14.66

CARP0213-003 07/01/2021

Rates Fringes

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/Scraper...\$ 22.16 8.62

CARP0619-002 07/01/2021

Rates Fringes

Drywall

(2) All other work

Drywall Installer/Lather...\$ 42.80 16.28

Drywall Stocker/Scraper...\$ 23.07 8.62

CARP0619-003 07/01/2021

Rates Fringes

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

 CARP0619-004 07/01/2021

Rates Fringes

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, freuency 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
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Sound & Communications

Sound Technician.....	\$ 35.20	13.84
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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, freuency 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 06/06/2022

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

Rates	Fringes
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Traffic signal, street light and underground work

Utility Technician #1.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

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 and 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 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(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 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+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.

ENG10012-003 07/01/2022

Rates Fringes

OPERATOR: Power Equipment
(All Other Work)

GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

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

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine

operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types -

drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpercrete 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 than 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 loed,

lull or similar types)

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc); Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino

Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

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

SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 * ENGI0012-004 08/01/2022

Rates Fringes

OPERATOR: Power Equipment
 (DREDGING)

(1) Leverman.....	\$ 61.60	32.50
(2) Dredge dozer.....	\$ 55.63	32.50
(3) Deckmate.....	\$ 55.52	32.50
(4) Winch operator (stern winch on dredge).....	\$ 54.97	32.50
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 54.43	32.50
(6) Barge Mate.....	\$ 55.04	32.50

* IRON0229-001 01/01/2023

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

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

LABO0089-001 07/01/2022

Rates Fringes

LABORER (BUILDING and all other Residential Construction)

Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44

LABORER (RESIDENTIAL
CONSTRUCTION - See definition
below)

(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 34.29	20.77

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 (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, 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 bellower

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, mult-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, vibratring 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 inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt 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 oepration, 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 pwder 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 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

Laborers:

Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

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-klold, 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, making 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.

LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

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 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

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 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY		

SEAL)

GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

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 08/03/2022

Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

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
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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 09/01/2022

	Rates	Fringes
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DRYWALL FINISHER/TAPER

(1) Building & Heavy Construction.....	\$ 39.54	21.50
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2022

	Rates	Fringes
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GLAZIER.....	\$ 47.90	20.71
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PAIN0036-019 06/01/2022

	Rates	Fringes
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SOFT FLOOR LAYER.....	\$ 34.77	17.89
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PLAS0200-005 08/03/2022

	Rates	Fringes
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PLASTERER.....	\$ 47.37	19.64
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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 09/01/2022

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 59.68	26.26
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 40.95	23.61
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.....	\$ 55.18	26.26
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PLUM0016-011 09/01/2022

Rates	Fringes
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PLUMBER/PIPEFITTER

Residential.....	\$ 43.66	22.18
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PLUM0345-001 09/01/2022

Rates	Fringes
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PLUMBER

Landscape/Irrigation Fitter..	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03

ROOF0045-001 07/01/2022

Rates	Fringes
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ROOFER.....	\$ 39.90	11.19
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* SFCA0669-001 01/01/2023

Rates	Fringes
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SPRINKLER FITTER.....	\$ 44.99	25.72
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SHEE0206-001 07/01/2020

Rates	Fringes
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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

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 28.15	24.82
GROUP 2.....	\$ 38.74	24.82
GROUP 3.....	\$ 38.94	24.82
GROUP 4.....	\$ 39.14	24.82
GROUP 5.....	\$ 39.34	24.82
GROUP 6.....	\$ 39.83	24.82
GROUP 7.....	\$ 41.34	24.82

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"

