

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

**SPECIFICATIONS**

**FOR**

**Airport Neighborhood Sewer Improvement Project**

**Contract No. 8063**

**BOARD OF SUPERVISORS**

<b>William O'Brien, Vice Chairman</b>	<b>District No. 1</b>
<b>Vito Chiesa</b>	<b>District No. 2</b>
<b>Terry Withrow</b>	<b>District No. 3</b>
<b>Dick Monteith, Chairman</b>	<b>District No. 4</b>
<b>Jim DeMartini</b>	<b>District No. 5</b>

**Stan Risen, Chief Executive Officer**  
**Matt Machado, Director of Public Works**

The Specifications contained herein have been prepared by or under the direction of the following registered engineer.



Approved By:

*Denis Bazyuk 11/04/16*  
Denis Bazyuk, P.E.

**Bid Opening Time and Date: 2:00 p.m., December 7, 2016**

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

---

**TABLE OF CONTENTS**

---

	<u>PAGE</u>
<b>PART I – INVITATION TO BIDDERS .....</b>	<b>I-1</b>
<b>PART II – INFORMATION FOR BIDDERS.....</b>	<b>II-1</b>
1. Date and Place for Opening Proposals.....	II-1
2. Printed Form of Proposals.....	II-1
3. Omissions and Discrepancies.....	II-1
4. Acceptance or Rejection of Proposals .....	II-1
5. Cash, Certified Check, Cashier’s Check or Bidder’s Bond .....	II-2
6. Acceptance of Proposals and Its Effect.....	II-2
7. Mandatory Pre-Bid Meeting and Site Visit.....	II-2
8. Bid Protest.....	II-2
9. Withdrawal of Bids .....	II-3
10. Time for Executing Contract and Damages for Failure to Execute .....	II-3
11. Determination of Low Bidder .....	II-4
12. Time for Beginning and Completing the Work .....	II-4
13. Prices .....	II-4
14. Interpretation of Addenda .....	II-4
15. Right to Make Corrections .....	II-4
16. Substitutions of Securities for Withheld Payments.....	II-4
17. Construction Payment Bond and Construction Labor and Materials Bond Surety .....	II-4
18. Conformed Construction Documents.....	II-5
<b>PART III – PROPOSAL .....</b>	<b>III-1</b>
Contractor’s Bid Sheet .....	III-3
Addendum Sheet .....	III-5
Subcontractor’s List .....	III-6
Bid Documents Required at Bid Opening.....	III-7
Insurance Requirements Acknowledgement.....	III-8
Equal Employment Opportunity Certifications .....	III-9
Non-discrimination of the Handicapped .....	III-10
Noncollusion Affidavit .....	III-11
Public Contract Code .....	III-12
Debarment and Suspension Certification.....	III-13
Nonlobbying Certification for Federal-Aid Contracts .....	III-14
Disclosure of Lobbying Activities .....	III-15
Opt Out of Payment Adjustments for Price Index Fluctuations .....	III-17
W-9 Form.....	III-18
Proposal Signature Sheet .....	III-22

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

---

**TABLE OF CONTENTS**

---

	<u>PAGE</u>
<b>PART III – PROPOSAL (continued)</b>	
Bidder’s Bond .....	III-23
Exhibit 15-G Construction Contract DBE Commitment .....	III-24
Exhibit 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change...	III-26
Exhibit 15-H DBE Information – Good Faith Efforts .....	III-28
Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE) and First –Tier Subcontractors .....	III-31
Exhibit 12-B Bidder’s List of Subcontractors (DBE and Non-DBE) .....	III-33
Exhibit 16-Z Monthly DBE Trucking Verification Form.....	III-34
Exhibit 16-Z3 Monthly Disadvantaged Business Enterprises (DBE) Payment.....	III-36
Relations with Railroad.....	III-38
State Prevailing Wage Rates .....	III-38
Federal Minimum Wage Rates.....	III-38
<b>PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE .....</b>	
Sample Agreement.....	IV-1
Sample Construction Performance Bond.....	IV-9
Sample Construction Labor and Material Payment Bond .....	IV-10
Sample Guarantee .....	IV-11
<b>PART V – SPECIAL CONDITIONS.....</b>	
SC-1 Definition and Terms .....	V-1
SC-2 Proposal Requirements and Conditions .....	V-2
SC-3 Blank .....	V-3
SC-4 Blank .....	V-3
SC-5 Excavation Safety Plans.....	V-3
SC-6 Control of Materials .....	V-3
SC-7 Legal Relations and Responsibility.....	V-3
SC-8 Prosecution and Progress .....	V-10
SC-9 Measurement and Payment .....	V-11
SC-10 Geotechnical Data and Existing Conditions .....	V-12
SC-11 Site Data.....	V-12
SC-12 Federal Aid Construction Contracts.....	V-12
SC-13 Blank .....	V-35
SC-14 Bonds .....	V-35
SC-15 Insurance .....	V-35
SC-16 Work Disputes.....	V-37
SC-17 Alterations and Modifications.....	V-37

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

---

**TABLE OF CONTENTS**

---

	<u>PAGE</u>
SC-18 Discovery of Conflicts, Errors, Omissions, or Discrepancies.....	V-37
SC-19 Differing Site Conditions .....	V-37
<b>PART V – SPECIAL CONDITIONS (continued)</b>	
SC-20 Blank .....	V-38
SC-21 Time Adjustments and Entitlements for Delays .....	V-38
SC-22 Emergencies .....	V-38
SC-23 Working Days and Legal Holidays.....	V-39
SC-24 Submittals.....	V-39
 <b>PART VI – SPECIAL PROVISIONS .....</b>	 <b>VI-1</b>
SP-1 Order of Work.....	VI-1
SP-2 Water Pollution Control Plan (WPC),(SWPPP) .....	VI-3
SP-3 Progress Schedule .....	VI-7
SP-4 Existing Facilities.....	VI-7
SP-5 Dust Control.....	VI-8
SP-6 Mobilization/Demobilization .....	VI-8
SP-7 Traffic Control .....	VI-8
SP-8 Temporary Pavement Delineation.....	VI-10
SP-9 Construction Staking.....	VI-11
SP-10 Relocate Existing Mailbox.....	VI-11
SP-11 Reset Sign .....	VI-12
SP-12 Adjust Frames, Covers and Grates to Grade.....	VI-13
SP-13 Clearing and Grubbing.....	VI-13
SP-14 Watering.....	VI-16
SP-15 Earthwork and Roadway Excavation.....	VI-16
SP-16 Aggregate Road Base (Class II).....	VI-17
SP-17 Hot Mix Asphalt Concrete (Type A) .....	VI-17
SP-18 Survey Monuments .....	VI-18
SP-19 Markers and Delineators .....	VI-19
SP-20 Blank .....	VI-19
SP-21 Thermoplastic Traffic Stripe and Pavement Marking.....	VI-19
SP-22 Environmental Mitigation .....	VI-27
SP-23 Controlled Low Strength Material .....	VI-28
SP-24 Aggregate Base (Shoulder Backing).....	VI-29
SP-25 Reinforcement .....	VI-29
SP-26 Miscellaneous Facilities .....	VI-30
SP-27 Miscellaneous Concrete Construction.....	VI-30
SP-28 As-Built Drawings .....	VI-31



**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

---

**TABLE OF CONTENTS**

---

	<u>PAGE</u>
<b>PART VI – SPECIAL PROVISIONS (continued)</b>	
SP-29 Sanitary Sewer .....	VI-31
SP-30 Sewer Trenching, Bedding and Backfill .....	VI-34
SP-31 Bracing Excavations.....	VI-36
SP-32 Project Signage .....	VI-36
SP-33 Payment Adjustment for Price Index Fluctuations .....	VI-37
SP-34 Guard Rail (Type A77A2) .....	VI-38
Pre-qualified and Tested Signing and Delineation Materials.....	Attachment A
Stanislaus County Construction Surveys .....	Attachment B
CDBG Supplemental General Conditions.....	Attachment C
Federal Minimum Wage Rates.....	Attachment D
Davis Bacon Provisions for Contracts and Subcontracts.....	Attachment E-1
American Iron and Steel (AIS) Requirement.....	Attachment E-2
Disadvantaged Business Enterprise (DBE) Compliance Guidelines .....	Attachment E-3
HUD Davis-Bacon Labor Standards.....	Attachment E-4
<b>PART VII – DRAWINGS &amp; PERMITS.....</b>	<b>VII-1</b>

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

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**PART I - INVITATION TO BIDDERS**

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Contractors are invited to submit written, formal bids for the Airport Neighborhood Sewer Improvement Project. Estimated Construction cost for this project is less than \$7,900,000. The work to be accomplished includes Construct new gravity sanitary sewer system which consists of approximately 20,000 feet of sewer pipe in the Airport Sewer District..

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at [www.modestoplanroom.com](http://www.modestoplanroom.com). Paper copies are available from Modesto Reprographics. Call (209) 544-2400 for questions regarding the purchase of plans and specifications.

**Technical Questions:** All questions must be submitted in writing. Email your questions to bazyukd@stancounty.com or fax your questions to (209) 541-2509, Attn: Denis Bazyuk.

Bid forms are provided in the Section titled “Bid Proposal”. Bids shall be submitted in a sealed envelope and plainly marked “**Bid Proposal for Airport Neighborhood Sewer Improvement Project**”. Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6700, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to 2:00 p.m., December 21, 2016, as evidenced by the Clerk’s date/time stamp on the envelopes. The bids will be publicly opened in Room 6709 and read by the Clerk of the Board after bid closing.

EVENT DESCRIPTION	ANTICIPATED DATE
Project Advertisement	November 7, 2016
	November 14, 2016
	November 21, 2016
Last Day Contractors Clarification Requests	December 14, 2016
Issuance of Addendum (if required)	December 16, 2016
Bid Opening	December 21, 2016
Board Approval of Contract	January 24, 2017
Notice to Proceed	February 13, 2017

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements prescribed.

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

All bids will be compared on the basis of the Engineer’s Estimate of the quantities of work to be done.

Bidders are advised that, as required by 49 CFR Part 26, the County of Stanislaus is implementing a Race Conscious DBE Program. DBE requirements are located in Part V, "Special Conditions," Section SC-12, "Federal Aid Construction Contracts."

The DBE contract goal for this project has been set at **13** percent participation. The contractor shall submit, with the bid documents, appropriate **Good Faith Effort (GFE) documentation**.

Other such items and details not mentioned herein that are required by the Plans, Standard Specifications or Special Provisions shall be performed, placed, constructed or detailed.

A pre-construction conference shall be required prior to the "Notice to Proceed".

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The contractor shall possess a Class A License from the time this contract is awarded through contract acceptance.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The successful bidder shall furnish a payment bond and a performance bond.

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.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations and are available at the agencies web site and are on file with the Department of Public Works and hereby made a part of the agreement.

Attention is directed to the Federal minimum wage rate requirements in Part III, "Bid Proposal." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractor shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number

is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Pursuant to and in accordance with the Provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

### **California State Water Resources Control Board Good Faith Effort Requirements**

The Contractor shall comply with the Good Faith Efforts (GFE) requirements to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services and assistance of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

### **Notice Regarding the Use of Appropriate Forms and Requirements**

Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The Contractor shall refer to Attachment-E for additional guidelines and requirement including, but not limited to:

- Davis Bacon Provisions for Contracts and Subcontracts
- American Iron and Steel (AIS) Requirement
- DBE Compliance Guidelines
- Apprenticeship Program (if applicable)

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

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**PART II - INFORMATION FOR BIDDERS**

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**1. DATE AND PLACE FOR OPENING PROPOSALS**

Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders", they will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

**2. PRINTED FORM OF PROPOSALS**

All proposals must be made upon the blank proposal as included in PART III - PROPOSAL, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "**Proposal for the Airport Neighborhood Sewer Improvement Project**" and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6700, Modesto, California, 95354. No bid may be withdrawn within Sixty (60) days after time of opening.

**3. OMISSIONS AND DISCREPANCIES**

Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should the bidder be in doubt as to their meaning, it shall at once notify the Engineer in writing who may send a written instruction to all bidders.

**4. ACCEPTANCE OR REJECTION OF PROPOSALS**

The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse its license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse its address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and its bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board. Bidder must not be on Caltrans no bid list. Any proposal that does not comply with Section 410(a)(1) Public Contract Code (PCC) may be rejected.

**5. CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND**

All proposals shall be accompanied by cash, a certified check, certified to by some responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days after the issuance of the Notice to Proceed.

**6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT**

Within ninety (90) days after the opening of the bid proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a bid proposal. The acceptance of a bid proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Article SC-08. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

**7. MANDATORY PRE-BID MEETING AND SITE VISIT – Not Applicable**

**8. BID PROTEST**

Any Bid protest must be submitted in writing to the County's offices (Attention: Linda Allsop), before 5:00 p.m. of the tenth (10) day following posting on the official bulletin board of the Clerk of the Board of Notice of Intent to Award for Construction. Time will be determined by County staff using the official clock of the Clerk of the Board. County will use reasonable efforts to deliver by facsimile a copy of Notice of Intent to Award for Construction to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

The initial protest must contain a complete statement of the basis for the protest.

The protest must refer to the specific portion of the document that forms the basis for the protest.

The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Bidders who the County otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code

Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

#### **9. WITHDRAWAL OF BIDS**

Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Information to Bidders, only by written request for the withdrawal of Bid filed with the County at the County's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the County to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

#### **10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE**

After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below:

1. Submit the following documents to County by 2:00 p.m. of the tenth (10) Day following Notice of Award. Execution of Contract by County depends upon approval of these documents, and any other document identified in County's Notice of Award:
  - a. Agreement: To be executed by successful Bidder. Submit four originals, each bearing an original signature.
  - b. Construction Performance Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Performance Bond. Submit one original.
  - c. Construction Labor and Material Payment Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Labor and Materials Payment Bond. Submit one original.
  - d. Insurance certificates and endorsements required by Special Conditions Article SC-15, INSURANCE. Submit one original set.
  - e. One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Escrow Bid Documents.
  - f. The Guaranty in the form set forth in Guaranty. Submit four originals, each bearing an original signature.
  - g. Any other item described in Notice of Award (if any).
2. County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.
3. The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has

abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the Special Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

**11. DETERMINATION OF LOW BIDDER**

Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

**12. TIME FOR BEGINNING AND COMPLETING THE WORK**

The Contractor shall commence work within five (5) calendar days after the date of the Notice to Proceed, and shall complete the work within two hundred eighty (280) working days. The date of the Notice to Proceed shall constitute the first working day.

**13. PRICES**

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

**14. INTERPRETATION OF ADDENDA**

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing at least seven (7) calendar days prior to the bid opening and addressed and forwarded to Public Works Engineering, Attn: Denis Bazyuk, 1716 Morgan Road, Modesto, California 95358.

**15. RIGHT TO MAKE CORRECTIONS**

The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

**16. SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS**

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

**17. CONSTRUCTION PAYMENT BOND & LABOR AND MATERIALS BOND SURETY**

A surety insurer admitted in the State of California by the Department of Insurance shall execute Construction Payment Bond and Construction Labor and Materials Bond. County shall verify Surety's admission by either: (1) printing out information from the website of the Department of Insurance confirming that Surety is an admitted surety insurer; or, (2) obtaining a certificate from the County Clerk confirming that Surety is an admitted insurer. County shall attach such verification to Construction Payment Bond and Construction Labor and Materials Bond.



**18. CONFORMED CONSTRUCTION DOCUMENTS**

Following Award of Contract, County may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which shall, failing objection, constitute the approved set of Contract Documents.

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

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**PART III - PROPOSAL**

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**STANISLAUS COUNTY BOARD OF SUPERVISORS**

**FOR THE CONSTRUCTION OF**

**Airport Neighborhood Sewer Improvement Project**

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

**BUSINESS P.O. BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**BUSINESS STREET ADDRESS:** \_\_\_\_\_

(Please include even if P.O. Box used)

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE NO:** ( \_\_\_\_\_ ) \_\_\_\_\_

Area Code

**FAX NO:** ( \_\_\_\_\_ ) \_\_\_\_\_

Area Code

**CONTRACTOR LICENSE NO.:** \_\_\_\_\_

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Item Total.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sum required by Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

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 he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, 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 therein set forth, and that he will take in full payment therefore the following prices, to wit:

**CONTRACTOR'S BID SHEET****Airport Neighborhood Sewer Improvement Project**

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-02	Water Pollution Control Plan (WPC), (SWPPP)	1	LS		
2	SP-06	Mobilization/Demobilization	1	LS		
3	SP-07	Traffic Control	1	LS		
4	SP-10	Relocate Existing Mailbox	20	EA		
5	SP-11	Reset Sign	35	EA		
6	SP-12	Adjust Frames, Covers and Grates to Grade	126	EA		
7	SP-13	Clearing and Grubbing	1	LS		
8	SP-13	Fence Relocation	25	LF		
9	SP-13	10' Taper Grind and Lap Joint	9,600	SF		
10	SP-15	Roadway Excavation, Compaction and Earthwork (F)	21,722	CY		
11	SP-16	Aggregate Road Base (Class II)	22,239	TON		
12	SP-17	Hot Mix Asphalt Concrete (Type A)	16,094	TON		
13	SP-17	Type A AC Dike	1,718	LF		
14	SP-18	Adjust Monument Well	3	EA		
15	SP-21	Retroflective Blue Marker	64	EA		
16	SP-21	Thermoplastic Pavement Markings	2,824	SF		
17	SP-21	Thermoplastic Striping (Det. 21)	9,070	LF		
18	SP-21	Thermoplastic Striping (Det. 23)	2,150	LF		
19	SP-21	Thermoplastic Striping (Det. 15)	10,100	LF		
20	SP-22	Lead Compliance Plan	1	LS		
21	SP-24	Aggregate Base (Shoulder Backing )	5,301	TON		
22	SP-27	Reconstruct Existing Concrete Improvements	1,965	SF		
23	SP-28	As-Built Drawings	1	LS		
24	SP-29	48" Sanitary Sewer Manhole	68	EA		
25	SP-29	72" Sanitary Sewer Manhole (Cast-in-Place)	1	EA		

26	SP-29	4" Sewer Service (Includes: cleanout, wye, plug, and connection to main)	273	EA		
27	SP-29	6" Sewer Service (Includes: cleanout, wye, plug, and connection to main)	42	EA		
28	SP-29	8" Sewer Main (PVC)	18,700	LF		
29	SP-29	10" Sewer Main (PVC)	1,235	LF		
30	SP-29	Connect to Existing Sewer	7	EA		
31	SP-29	Connect to Existing Sewer Stub Out	5	EA		
32	SP-29	CCTV Pipeline Inspection	19,935	LF		
33	SP-31	Shoring, Bracing and Sheeting	1	LS		
34	SP-32	Project Signage	3	EA		
35	SP-34	Guard Rail (Type A77A2)	20	LF		
TOTAL BID						

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

**ADDENDUM SHEET**

**Airport Neighborhood Sewer Improvement Project**

<u>ADDENDUM</u>	<u>DATED</u>	<u>DATE RECEIVED</u>	<u>INITIALS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone (      ) \_\_\_\_\_ Fax (      ) \_\_\_\_\_

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

**SUBCONTRACTORS LIST**

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List," of the Standard Specifications. Photocopies of this form may be used for additional subcontractors.

Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## **BID DOCUMENTS REQUIRED AT BID OPENING**

It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

- Contractor's Bid Sheet
- Addendum Sheet
- Subcontractors List
- Insurance Requirements Acknowledgement
- Equal Employment Opportunity Certification (for Contractor and each Subcontractor)
- Non-Discrimination of the Handicapped
- Noncollusion Affidavit
- Public Contract code
- Debarment and Suspension Certification
- Disclosure of Lobbying Activities
- Opt Out of Payment Adjustments for Price Index Fluctuations Form
- W-9 Form
- Proposal Signature Sheet
- Bidder's Bond
- Good Faith Effort (GFE) Documentation
- **Attachment C: Community Development Block Grant (CDBG) Supplemental General Conditions**. Bidders must complete all pages that apply to Attachment C and must submit completed Attachment C at the time of the bid opening. This attachment will also be incorporated into the construction contract.

Note: The following documents below must be completed, signed, and submitted to 1716 Morgan Road, Modesto, CA 95358 no later than 4:00 p.m. on the 4<sup>th</sup> business day after bid opening.

DOCUMENT NAME	PAGE
EPA form 6100-3: DBE Subcontractor Performance Form	Issued with Addendum No. 2
EPA form 6100-4: DBE Subcontractor Utilization Form	Issued with Addendum No. 2





**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and **must be submitted by bidders and proposed subcontractors** only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

**NON-DISCRIMINATION OF THE HANDICAPPED**

**Policy Statement**

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

In this regard, County and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

**Certification**

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

**CERTIFICATION OF BIDDER REGARDING  
NON-DISCRIMINATION OF THE HANDICAPPED**

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

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

BUSINESS ADDRESS: \_\_\_\_\_ TEL. \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Signature)

DATED: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

**NONCOLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

TO THE COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

**PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_ No \_\_\_\_

If the answer is yes, explain the circumstances in the following space.

**Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Providing false information may result in criminal prosecution or administrative sanctions.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.





## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

STANISLAUS COUNTY – DEPARTMENT OF PUBLIC WORKS

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

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You may opt out of the payment adjustments for price index fluctuations as specified in Part VI, “Special Provisions,” under Section SP-33, “Payment Adjustments for Price Index Fluctuations,” of the project Specifications. **If you elect to opt out, you must complete this form and submit it with your bid.**

**Bidder Name:** \_\_\_\_\_ **Contract No.** \_\_\_\_\_

I opt out of the payment adjustments for price index fluctuations.

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

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

*Print or type  
See Specific Instructions on page 2.*

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

[ ]	[ ]	[ ]	-	[ ]	[ ]	[ ]	[ ]
-----	-----	-----	---	-----	-----	-----	-----

**Employer identification number**

[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	-	[ ]	[ ]	[ ]	[ ]
-----	-----	-----	-----	-----	-----	---	-----	-----	-----	-----

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1984 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.  
<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.  
<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.  
 \*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.
- If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**PROPOSAL SIGNATURE SHEET**

Accompanying this proposal is \_\_\_\_\_ (insert the words “cash,” “cashier’s check,” “certified check,” or “bidder’s bond,” (\$ \_\_\_\_\_),” as the case may be) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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

Licensed in conformance with an act providing for the registration of contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

Expiration Date \_\_\_\_\_

**ADDENDA** – THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

Signature and Title of Bidder

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

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS

**BIDDER'S BOND**

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are bound unto the County of Stanislaus, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for the **Airport Neighborhood Sewer Improvement Project**, for which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6709, Modesto, CA, **December 21, 2016**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

Note: A Bidder's Bond must be completed and submitted with your bid for your bid to be accepted as complete.



**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

- 1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
- 3. Project Description: \_\_\_\_\_
- 4. Project Location: \_\_\_\_\_
- 5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Bid Amount: \_\_\_\_\_
- 8. Total Dollar Amount for ALL Subcontractors: \_\_\_\_\_ 9. Total Number of ALL Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount	
<b>Local Agency to Complete this Section</b>				<b>\$</b>	
21. Local Agency Contract Number: _____			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>		
22. Federal-Aid Project Number: _____					
23. Bid Opening Date: _____					%
24. Contract Award Date: _____					
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		
25. Local Agency Representative's Signature _____		26. Date _____			
27. Local Agency Representative's Name _____		28. Phone _____			
29. Local Agency Representative's Title _____					
16. Preparer's Signature _____		17. Date _____			
18. Preparer's Name _____		19. Phone _____			
20. Preparer's Title _____					

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-6480 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of the form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments		

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**

**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

**Exhibit 15-H  
DBE Information - Good Faith Effort**

**Local Assistance Procedures Manual**

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
_____	_____	_____
_____	_____	_____

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



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**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS  
ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

**MONTHLY DBE TRUCKING VERIFICATION**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**MONTHLY DBE TRUCKING VERIFICATION**  
 CP-CEM-2404(F) (NEW 12/99)

CONTRACT NO.			MONTH				YEAR
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/> <input type="checkbox"/>
TOTAL AMOUNT PAID					\$		
PRIME CONTRACTOR			BUSINESS ADDRESS			BUSINESS PHONE NO.	
<small>* Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.</small>							
<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>							
CONTRACTOR REPRESENTATIVE'S SIGNATURE			TITLE			DATE	

CLM-280P (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

**EXHIBIT 16-Z**  
**Monthly DBE Trucking Verification**

**Local Assistance Procedures Manual**

Form CP-CEM 2404 (F)(NEW 12/99)  
 MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15<sup>th</sup> of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.



INSTRUCTIONS

The prime contractor enters the contract number, reporting month and year, federal aid number, prime contractor name and address. For each DBE, identify the item(s) of work performed, the DBE firm name, address, certification number, amount paid, payment date, percent of participation credited towards contract commitment (as detailed in section 2-112B of the Standard Specifications), and total percent of work completed to date. Use the comments section to explain any differences in the original commitment and the payments to the DBE firms.

If a firm performing work as a DBE becomes decertified during the project, enter payment information for the work performed while certified as a DBE. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the amount paid for work performed after certification as a DBE. Any changes to DBE certification must also be submitted on form CEM-2403F, "Disadvantaged Business Enterprise (DBE) certification status change."

The contractor will sign, print name, and date the form indicating that the information provided is completed and correct.

## **RELATIONS WITH RAILROAD**

This project does not involve the use of railroad properties or adjustments to railroad facilities.

## **STATE PREVAILING WAGE RATES**

For current rates go to the California Department of Industrial Relations webpage at the following:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

## **FEDERAL MINIMUM WAGE RATES**

For current Federal Minimum Wage Rates go the Davis Bacon California County webpage at the following:

<http://www.access.gpo.gov/davisbacon/CA.html>

Navigate to Stanislaus County and select the appropriate wage rate.

# **EPA forms 6100-3 and 6100-4**

**Issued with Addendum No. 2 to replace Caltrans Exhibits  
15-G and 15-H.**





Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE1 subcontractor2 the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Form with fields: Subcontractor Name, Project Name, Bid/ Proposal No., Assistance Agreement ID No. (if known), Point of Contact, Address, Telephone No., Email Address, Prime Contractor Name, Issuing/Funding Entity:

Table with 3 columns: Contract Item Number, Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies, Amount Received by Prime Contractor

1 A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

2 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



United States

OMB Control No: 2090-0030

.....

Environmental Protection Agency

Approved: 8/13/2013  
Approval Expires: 8/31/2015

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

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Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE1 subcontractor's2 description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Form with fields: Subcontractor Name, Project Name, Bid/ Proposal No., Assistance Agreement ID No. (if known), Point of Contact, Address, Telephone No., Email Address, Prime Contractor Name, Issuing/Funding Entity.

Table with 3 columns: Contract Item Number, Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies, Price of Work Submitted to the Prime Contractor. Includes certification options: DOT, SBA, Other and EPA standards: YES, No, Unknown.

1 A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

2 subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Table with 2 columns: Prime Contractor Signature, Print Name, Title, Date

Table with 2 columns: Subcontractor Signature, Print Name, Title, Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE1 subcontractors2 and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors		..Q. YES	IE2_ NO
If <i>yes</i> , please complete the table below. If <i>no</i> , please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: B/13/2013  
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
CALIFORNIA STATE REVOLVING FUNDS  
INSTRUCTIONS FOR COMPLETING FORM UR-334**

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the **DBE purchases only** and be sure to limit them to the current period. 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.



**PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE**

**COUNTY OF STANISLAUS  
AGREEMENT**

THIS AGREEMENT, by and between \_\_\_\_\_, whose place of business is located at \_\_\_\_\_ (“Contractor”), and the County of Stanislaus (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ awarded to Contractor the following Contract:

\_\_\_\_\_

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

**Article 1. Work**

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

**Article 2. Architect/Engineer and Project Manager**

- 2.1 \_\_\_\_\_ designed the Project and furnished the Plans and Specifications. \_\_\_\_\_ shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

**Article 3. Contract Time and Liquidated Damages**

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout \_\_\_\_\_ Working Days from the date when the Contract Time commences to run as provided in the Agreement.

- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.
- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the

Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

### **Article 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Agreement  
Encroachment Permit (if applicable)  
Form FHWA-1273 (if applicable)  
Project Plans  
Project Specifications  
State Standard Specifications and Standard Plans

### **Article 7. Indemnity**

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

#### **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the

Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

If to Contractor:

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

**COUNTY OF STANISLAUS**

**CONTRACTOR**

By: \_\_\_\_\_  
Matt Machado, Director  
Public Works Department

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

**APPROVED AS TO FORM:**  
John P. Doering, County Counsel

By: \_\_\_\_\_  
Amanda DeHart  
Deputy County Counsel

**END OF AGREEMENT**

**CONSTRUCTION PERFORMANCE BOND**

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_ in the penal sum of \_\_\_\_\_ which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions as stated on the following page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

**CONTRACTOR:**

**SURETY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

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

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

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

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated \_\_\_\_\_ in the Amount of \$ \_\_\_\_\_ (the "Penal Sum").

**CONTRACTOR:**

**SURETY:**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 County has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.
5. If Surety does not proceed as provided in Paragraph 4, then Surety shall be deemed to be in default on this Bond ten (10) Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
  - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 8-1.11 of the State of California, Department of Transportation, Standard Specifications.
  - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.



**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

This Construction Labor and Material Payment Bond (“Bond”) is dated \_\_\_\_\_ in the penal sum of \_\_\_\_\_ which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions as stated on the following page. Any singular reference to \_\_\_\_\_ (“Contractor”), \_\_\_\_\_ (“Surety”), County of Stanislaus (“County”), or other party shall be considered plural where applicable.

**CONTRACTOR:**

**SURETY:**

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Principal Place of Business  
  
\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated \_\_\_\_\_ in the Amount of \$ \_\_\_\_\_ (the “Penal Sum”).

**CONTRACTOR:**

**SURETY:**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

## **CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
  - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to made payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six (6) months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions:
  - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
  - 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.

**GUARANTEE**

TO: The County of Stanislaus (“County”), for construction of the  
\_\_\_\_\_.

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

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County’s written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

**(SIGNATURE NEXT PAGE)**

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

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**PART V - SPECIAL CONDITIONS**

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**SC-01 DEFINITIONS AND TERMS**

The work herein shall be done in accordance with the Standard Specifications, and the Standard Plans dated 2010, of the California Department of Transportation insofar as the same may apply and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Invitation to Bidders, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State or State of California – County of Stanislaus

Department of Transportation – Stanislaus County, Department of Public Works

Director of Transportation – Stanislaus County, Director of Public Works

District Director – Stanislaus County, Director of Public Works

Engineer – Resident Engineer

Attorney General – Stanislaus County, County Counsel

Contract – Agreement

Amendments to the Standard Specifications set forth in these Specifications shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, “Contract Components,” of the Standard Specifications. Whenever either the term “Standard Specifications is amended” or the term “Standard Specifications are amended” is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Attention is directed to Section 1 of the Standard Specifications and to the following additional and qualifying definitions:

Board of Supervisors – Board of Supervisors, Stanislaus County, State of California.

Contractor – Any person or persons, firm, partnership, corporation or a combination thereof who have entered into a contract with any person, corporation, company, special district, the County of Stanislaus as a party or parties of the second part, or his or their legal representatives, for the construction of any capital improvement within the County of Stanislaus.

County – County of Stanislaus, a political subdivision of the State of California.

Design Engineer – Any person or persons, firm, partnership or corporation legally authorized to practice civil engineering in the State of California who prepares improvement plans and specifications for any improvement or portion of any improvement within the County of Stanislaus.

Department – Department of Public Works, County of Stanislaus.

Developer/Subdivider – A person, firm, partnership, corporation, association, or agent thereof who causes land to be divided into a subdivision or causes existing property to be developed for himself or for others.

Director – The Public Works Director of County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Standards and Specifications – Improvement Specifications and Standards of the County of Stanislaus, Public Works Department. In case of conflicts, The Standard Specifications and Standard Plans of the State of California and Special Provisions should take precedence over The Improvement Specifications and Standards of The County of Stanislaus.

Laboratory – Any testing agency or quality control firm licensed to practice in the State of California.

Owner – County of Stanislaus.

Project Plans – The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Standard Drawings insofar as they may apply.

Special Provisions – The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications of the State of California.

Standard Plans – Standard Plans 2010 of the State of California Department of Transportation unless otherwise noted on the Project Plans.

Standard Details – Standard Details of the County of Stanislaus, unless otherwise noted on The Project Plans.

Standard Specifications – Standard Specifications 2010 of the State of California, Department of Transportation.

## **SC-02 PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Conditions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in Part III.

The form of Bidder's Bond mentioned in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in Part III.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in Part III.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

### **SC-03 BLANK**

### **SC-04 BLANK**

### **SC-05 EXCAVATION SAFETY PLANS**

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications and these Special Conditions.

The Contractor's attention is directed to the provisions, which require submitting a shoring/bracing plan for County's Review and approval.

Approval by the Engineer of the shoring drawings or shoring inspection performed by the Engineer shall in no way relieve the Contractor of full responsibility for adequacy of the shoring.

When construction is taking place in a public area, the Contractor shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches shall be covered at night, on weekends, and during non-working hours.

### **SC-06 CONTROL OF MATERIALS**

Attention is directed to Section 6-1.01 of the Standard Specifications.

The Contractor shall comply with Section 6-2.03, "Department-Furnished Materials," of the Standard Specifications and these Special Conditions. The following materials shall be furnished to the Contractor:

NONE

The Contractor shall be responsible for Quality Control. Contractor Quality Control shall comply with 6-3.04 of the Standard Specifications.

The County will perform Quality Assurance testing per 6-3.05 of the Standard Specifications and according to the County's Quality Assurance program.

### **SC-07 LEGAL RELATIONS AND RESPONSIBILITY**

#### **Prevailing Wage and Certified Payrolls**

The Contractor shall comply with Section 7-1.02K(2) "Wages" and Section 7-1.02K(3) "Certified Payroll Records" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works,

Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page:

[http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The County does not accept Certified Payroll Submittals by electronic filing.

Immediate changes:

- **Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form.** This requirement, found in Labor Code Section 1773.3, now applies to *all* public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.
- **Elimination of the obligation to pay DIR for compliance monitoring on state bond-funded projects and other projects that required use of DIR's Compliance Monitoring Unit (CMU).** *DIR will continue to monitor compliance on these projects but will not charge awarding bodies for any services provided on or after June 20, 2014 [the effective date of SB 854]. The alternative of using a DIR-approved Labor Compliance Program (LCP) or a project labor agreement in lieu of the CMU on one of these projects has also been eliminated. However, for ongoing projects that were using one of the alternatives, monitoring should continue until the project is completed.*

Phased-in changes:

I. Public Works Contractor Registration Program

- **All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.** The phase-in timetable is as follows:

**July 1, 2014:** Registration program became effective and first contractors registered. Initial registrations will be valid through June 30, 2015.

**March 1, 2015:** No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.

**April 1, 2015:** No contractor or subcontractor may work on a public works project unless registered with DIR. All projects bid before March 1, 2015, or awarded prior to April 1, 2015 will not trigger the registration requirements.

- **Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.**
  - DIR maintains an up-to-date listing of registered contractors.
  - There are *exceptions* to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.
  - Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

II. NOTICE REQUIREMENTS



- **January 1, 2015:** The call for bids and contract documents must include the following information:
  - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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 (awarded on or after April 1, 2015) 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.
- **[To be determined]:** The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

### III. FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

- **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).** The phase-in timetable for this requirement is as follows:

**June 20, 2014 [immediate]:** Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

**April 1, 2015:** For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

**Anytime:** For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. *The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.*

**January 1, 2016:** The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

**Exceptions:** The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

***These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.***

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Ongoing projects that were subject to Labor Compliance Program (LCP) or Compliance Monitoring Unit (CMU) requirements prior to the adoption of SB 854:

Older projects (contract for public work was awarded prior to January 1, 2012): The LCP requirements and alternatives that applied to projects funded by Propositions 47, 55, or 84 and to certain design-build projects *remain in effect*. These monitoring and compliance requirements must continue to be observed through the end of the project, even if the Labor Commissioner starts monitoring the project pursuant to SB 854.

More recent projects (contract for public work was awarded on or after January 1, 2012): All requirements for state bond-funded projects and other design-build and specially authorized projects to use the CMU or a specified alternative *have been repealed*. However, it is important to note the following:

- Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner after; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- Bond funding agencies (such as the State Allocation Board) may still require that awarding bodies demonstrate past compliance with DIR requirements in order to qualify for retroactive funding. In particular, awarding bodies may need to show that they notified DIR of the project using the PWC-100.
- The LCP requirement for past, present, and future projects funded by Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) *remains in effect*. This LCP requirement must continue to be observed, even if the Labor Commissioner also monitors the project pursuant to SB 854.

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.

### **Apprentices**

The Contractor shall comply with Section 7-1.02K(4) "Apprentices" of the Standard Specifications" to ensure compliance and complete understanding of the law regarding apprentices.

### **Water Pollution**

Water pollution Control shall comply with SP-02, "Water Pollution Control" of the Special Provisions.

### **Sound Control Requirements**

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications and these Special Conditions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the 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 contract items of work involved and no additional compensation will be allowed there for.

### **Permits**

The Contractor shall conform to the requirements of Section 5-1.20B “Permits, Licenses, Agreement, and Certification” of Standard Specifications and these Special Conditions. The Contractor shall conform to the requirements of:

City of Modesto No-Fee Encroachment Permit, Stanislaus County No-Fee Encroachment Permit and Caltrans Encroachment Permit (applicable when performing construction activities within State Highway, Yosemite Blvd.)

Compensation for conforming to the requirements of “Permits” shall be included in the various items of work, and no additional compensation will be allowed.

### **Notice and Removal of Asbestos and Hazardous Substances**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

Contractor shall give a written Notice of Hazardous Materials Condition to County promptly, before any of the following conditions are disturbed (except in an emergency as required by Article SC-22, Emergencies, and in no event later than twenty four (24) hours after first observance of any:

- a. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (“hazardous material”); or
- b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (“other materials”).

Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

Contractor’s Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

- a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
- c. Contractor failed to give the written notice within the time required by this Article.

If County determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, County will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, County will notify Contractor in writing, stating the reasons for its determination.

If County and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this section, Contractor shall proceed with the Work as directed by County and may make a claim as provided in Article SC-16, WORK DISPUTES.

In addition to the parties' other rights under this section, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article SC-16, WORK DISPUTES.

In conformance with Section 25914.2 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If exploratory or removal work delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

### **Public Convenience**

Where work is to be performed in residential or commercial driveways, suitable provisions approved by the Engineer shall be made by the Contractor prior to commencing work. The Contractor shall minimize the duration of said blocking and notify the property owners of this need at least forty-eight (48) hours in advance.

Contractor shall provide access to each residential or commercial establishment each evening. No driveway shall be closed over a weekend. No driveway shall be closed for more than a total of eight (8) hours. Where concrete has been removed, a temporary surface shall be placed suitable to provide vehicular access to the property if reconstruction has not been completed by that evening. Access to private property shall be

provided at all times during construction except when access must be denied to protect forms or to permit improvements to be constructed. The County may require grading to the back of the new driveway approach so as to provide adequate access. Such work shall be done at no additional compensation.

### **Public Safety**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Conditions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Conditions:

Approach Speed of Public Traffic Posted Limit Miles Per Hour	Work Areas
45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to by more than two (2) feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. The near edge of the excavation is 15' or less from the edge of the lane, except:
  - i. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - ii. Excavations protected by existing barrier or railing.
  - iii. Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in depth.
- B. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- C. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).

- D. Temporarily Unprotected Permanent Obstacles. The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- E. Storage Areas. Material or equipment is stored within 12' of the lane and the provisions of the Standard Specifications and these Special Conditions do not otherwise prohibit the storage.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08 "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2010 Standard Plan T3A and B, may be used.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.15, "Temporary Crash Cushion Module" of the Standard Specification.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

### **Cooperation**

The Contractor shall conform to the requirements of Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Conditions.

Compensation for conforming to the requirements of "Cooperation" shall be included in the various items of work and no additional compensation will be allowed.

## **SC-08 PROSECUTION AND PROGRESS**

### **Subcontracting**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, and SC-2, "Proposal Requirements and Conditions," of these Special Conditions.

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

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

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in SC-12 of these Special Conditions. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved shall be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **Prosecution**

The Contractor shall comply with the provisions in Section 8-1.04B, "Standard Start," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

### **Liquidated Damages**

The County will withhold liquidated damages per calendar day as described in Section 8-1.10, "Liquidated Damages" of the Standard Specifications. The actual daily withhold will be determined according to the chart in Section 8-1.10A, "General" of the Standard Specifications.

The amount specified may, at the option of the County, be deducted from any payments due or to become due to the Contractor.

County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to County.

### **Preconstruction Conference**

Prior to the issuance of the Notice to Proceed, a pre-construction conference shall be held at the County of Stanislaus, Department of Public works, Engineering Division, 1716 Morgan Road, Modesto, California, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

## **SC-09 MEASUREMENT AND PAYMENT**

### **Payment**

The County makes contract payments according to Section 9, "Payment" of the Standard Specifications.

### **Withholds**

The County may withhold payment for noncompliance per Section 9-1.16E, "Withholds" of the Standard Specifications.

### **Progress Payments**

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Conditions.

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes.

After acceptance of the contract pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

**PARTIAL PAYMENT FOR MATERIALS ON HAND**

Partial payment will be made for any materials on hand, qualifying under provisions of Section 9-1.16, which are furnished but not yet incorporated in the work, including, but not limited to, pipe materials, sanitary sewer materials and other materials associated with various bid items listed in the Contractor's Bid Sheet.

**Payment of Withheld Funds**

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

**Final Payment and Claims**

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

**SC-10 GEOTECHNICAL DATA AND EXISTING CONDITIONS**

The following geotechnical data and existing conditions data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

NONE

**SC-11 SITE DATA**

The following site data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

NONE

**SC-12 FEDERAL AID CONSTRUCTION CONTRACTS**

The Contractors attention is directed to the following Federal Requirements for Federal-Aid Construction Projects:

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:



No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language or this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The bidder shall complete the Disclosure of Lobbying Activities form included in Part III, "Proposal" which shall be submitted with its bid.

#### **Federal Lobbying Restrictions**

Section 1352, Title 21, United States Code prohibits Federal funds being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purpose in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor,

subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**Disadvantaged Business Enterprise (DBE)**

This project is subject to Title 49 CFR 26.13(b):

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of BOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49CFR 26.5, the County shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Invitation to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

All DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

**DBE Commitment Submittal**

Submit DBE information on the “Construction Contract DBE Commitment”, Exhibit 15-G form included in Part III, “Proposal”. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

**Good Faith Efforts Submittal**

If you have not met the DBE goal, complete and submit the “DBE Information - Good Faith Efforts,” Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone

billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2<sup>nd</sup> and 3<sup>rd</sup> bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

**Subcontractor and disadvantaged Business Enterprise Records**

Use each DBE subcontractor as listed on Exhibit 12-B, "Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G, "Construction Contract DBE Commitment", form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - a. Name and business address of each 1<sup>st</sup>-tier subcontractor
  - b. Name and business address of each DBE subcontractor, DBE vendor, and DBE Trucking company, regardless of tier
  - c. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15<sup>th</sup> of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F, "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors." Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

### **Performance of Disadvantaged Business Enterprises**

DBEs must perform work or supply materials as listed in the Exhibit 15-G, "Construction Contract DBE Commitment" form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G, "Construction Contract DBE Commitment", form unless it is performed or supplied by the listed DBE or an authorized substitute.

#### **Buy America Requirements**

Furnish steel and iron materials to be incorporated into the work with certificate of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

#### **Prompt Payment of Withheld Funds to Subcontractors**

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a

dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of the "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-Aid construction contracts and subcontracts that exceed \$10,000:

1. The nationwide goal for female utilization is 6.9 percent.
2. The goal for minority utilization [45 Fed Reg 65984 (10/3/1980)] in Stanislaus County is 12.3%.

For each July during which work is performed under the contract, the Contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15<sup>th</sup>.

### **Federal Trainee Program**

For the Federal training program, the number of trainees or apprentices is

2

Contractors using apprentices must adhere to Federal Davis Bacon wage law:

<https://www.dol.gov/whd/govcontracts/dbra.htm>

Contractor must submit proof the apprentice is registered through a federal certification. Federal certifications can only be obtained by a contractor requesting it from the apprenticeship program. U.S. Department of Labor's Office of Apprenticeship also approves the use of correspondence from one of their offices as documentation. W U.S. Department of Labor's Office of Apprenticeship does not recognize state certifications, registration agreements, or other letters not from their office. It is the Contractor's responsibility to furnish the documentation. U.S. Department of Labor's Office of Apprenticeship also establishes a ratio with each apprenticeship program. That ratio is listed in the apprenticeship standards.

29CFR5.5 states in part: "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."

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement. If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to Stanislaus County:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain Stanislaus County's approval for this submitted information before you start work. Stanislaus County credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. Stanislaus County and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - a. Meet the your equal employment opportunity responsibilities
  - b. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is



allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

Stanislaus County reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

### **Title VI Assurances**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

1. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be

performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
5. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain records and submit reports documenting your performance under this section.

**Required Federal Contract Provisions**

See the following pages for provisions.

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Cargo Preference Act 1954 (CPA)

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23

U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of



the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. 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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within

30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.

## 3. Payrolls and basic records

a. 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, 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section 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 the contracting agency.

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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 classification of 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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 not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. CARGO PREFERENCE ACT OF 1954(CPA)**

The provisions of this section related to 46 CFR 381.7(a) (1, 2) & 381.7 (b) (1, 2, 3) applies to federally funded highway construction projects. This requirement applies to materials or equipment acquired for specific Federal -aid Highway projects. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SC-13 BLANK****SC-14 BONDS****General**

At or before the date indicated in Part II – INFORMATION TO BIDDERS, Contractor shall file with County the following bonds:

- a. Corporate surety bond, in the form of Construction Performance Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty faithful performance of the Work; and
- b. Corporate surety bond, in the form of Construction Labor and Material Payment Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

Sureties shall be satisfactory to County. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of [A,VII] or better in termination of the contract.

**SC-15 INSURANCE**

At or before the date specified in Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

- a. Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards.
- b. The limits of such insurance shall not be coverage of less than \$3,000,000 each occurrence, \$3,000,000 general aggregate limit, and \$3,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
- c. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury and \$1,000,000 each occurrence Property Damage (or \$1,000,000 combined single limit, each accident).
- d. Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of [A,VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

Required Endorsements: The policies required under paragraphs A, B, AND C, shall be endorsed, in a form and manner acceptable to County, as follows:

1. Name County of Stanislaus, its Board of Supervisors and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A, B, AND C.
3. Insurance shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.
4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work

Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A AND B above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County, Attention: Administrative Services Division at the address listed in Agreement, thirty (30) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.

Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from County, County may retain out of sums due Contractor



under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.

Nothing in this Article shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of County's request.

The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

1. Each Professional shall maintain the following insurance at its sole cost and expense:
  - a. Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.
  - b. All insurance required by this section shall satisfy all other provisions of this Article relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing its Work on the Project.

If required by County, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to County.

#### **SC-16 WORK DISPUTES**

All disputes shall comply with the requirements set forth in section 5-1.43, "Potential Claim and Dispute Resolution," of the Standard Specifications.

#### **SC-17 ALTERATIONS AND MODIFICATIONS**

The County reserves the right to make changes to the plans and specifications in accordance with section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

#### **SC-18 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES**

In case of discovery by Contractor of conflict, discrepancies, errors, or omissions among the various Contract Documents the matter shall be submitted in writing by Contractor to Engineer for clarification. Any work affected by Contractor prior to clarification by Engineer shall be at Contractor's risk.

#### **SC-19 DIFFERING SITE CONDITIONS**

See Section 4-1.06, "Differing Site Conditions" of the Standard Specifications.

If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as required by Article SC-22, Emergencies, and in no event later than seven (7) days after first observance of:

- a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
- b. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, County will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

- a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, or
- c. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

## **SC-20 BLANK**

## **SC-21 TIME ADJUSTMENT AND ENTITLEMENTS FOR DELAYS**

Contractor may receive a time extension and be compensated for delays caused directly and solely by the County. Submit an RFI per 8-1.07, "Delays" of the Standard Specifications.

All delay related time adjustments shall be per Section 8-1.07B, "Time Adjustments" of the Standard Specifications.

All delay related payment adjustments shall be per Section 8-1.07C, "Payment Adjustment" of the Standard Specifications.

## **SC-22 EMERGENCIES**

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract

Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

### **SC-23 WORKING DAYS AND LEGAL HOLIDAYS**

County will provide inspectors during work days at no cost to the Contractor. Work days shall be defined as hours between 7 a.m. and 5 p.m. any day Monday through Friday of any week, excluding the following legal holidays:

New Year's Day, January 1  
 Martin Luther King Day, January, third Monday  
 President's Day, February, third Monday  
 Memorial Day, May, last Monday  
 Independence Day, July 4  
 Labor Day, September, first Monday  
 Veteran's Day, November 11  
 Thanksgiving Day, November, fourth Thursday  
 Friday after Thanksgiving Day  
 Christmas Eve, 1PM -5PM  
 Christmas Day, December 25

If the Contractor elects to schedule work outside normal hours of work, the Contractor shall request the additional days or hours at least forty-eight (48) hours prior to the work. No work shall be done outside of the normal working hours, without the prior consent of the County. The Contractor shall be responsible for payment to the County for providing inspectors for those days or hours. Inspector costs shall be the full reimbursable rate established by the County. Rates will be available to the Contractor at the pre-construction meeting if requested.

### **SC-24 SUBMITTALS**

Each submittal should meet the requirements of Section 5-1.23, "Submittals" of the Standard Specification and these Special Conditions.

Each Submittal must include:

1. Contract Number.
2. Designation as an "Action" or "Informational" Submittal
3. Sequential submittal number
4. A concise description of the material or item submitted
5. Be referenced to the bid item and Specification section

Submittals may be rejected if they are missing required information or do not meet the requirements of the Specification.

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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## PART VI – SPECIAL PROVISIONS

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### SP-01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, “Order of Work,” of the Standard Specifications and these Special Provisions.

Attention is directed to Section 7-1.04, “Public Safety,” of the Standard Specifications.

The cost of complying with the above standard specifications shall be considered as included in the various items of work and no additional compensation will be allowed.

All work shall be constructed in conformance with the current edition of Stanislaus County Public Works Department Standard Specifications, the current edition of the City of Modesto Public Works Department Standard Specifications (for sewer system installation) and the current (2010) State Standards (including current amendments) except as modified herein. In case of conflicts between the Special Provisions, the Stanislaus County Public Works Department Standard Specifications, the City of Modesto Public Works Department Standard Specifications and the State Standards, these Special Provisions shall govern, followed by the City of Modesto Public Works Department Standard Specifications for sewer system installation), followed by Stanislaus County Public Works Department Standard Specifications then followed by the State Standards.

### PUBLIC NOTIFICATION

The contractor shall notify the adjacent or affected residents of work on their street in writing 48 hours in advance and provide a schedule when the road will be under construction and the expected completion date through bilingual (English and Spanish) door hangers. The Contractor shall submit to the Engineer a sample of the notification flyer or brochure for review and comment prior to distribution to residents.

Per coordination with the Engineer, Contractor should incorporate the following information into the brochure or flyer:

- Name of facility, project and community
- Project is wholly or partially funded with EPA funding through State Revolving Fund program
- Brief description of project
- Brief description of the water quality benefits the project will achieve

### State Water Resources Control Board Disclosure

The Contractor shall include the following disclosure statement in any document, written report, or brochure:

*“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”*

## CONSTRUCTION STAGING PLAN & CONSTRUCTION SCHEDULE

Within five (5) days of notice to proceed, the Contractor must submit a Construction Staging Plan & Construction Schedule for review and approval by the Engineer. The staging plan must comply with the details shown on the plans and as specified in these special provisions. The Staging Plan must identify and ensure that all existing businesses and residences have adequate access during all stages of construction. If necessary, the Contractor will coordinate with business owners to ensure that adequate access is provided and maintained.

Prior to performing any construction activities, the Contractor shall locate all survey monuments, utility and manholes covers, and establish swing ties or temporary markers.

### **Phased Removal of Existing Paved Roadway**

Since the Project's construction will span a period of almost one year, the Contractor will not be allowed to removing existing paved roadway surface for the whole project in one operation. Contractor shall stage the removal of existing paved roadway into several areas. Contractor shall coordinate with the Engineer in advance to determine the phased scope for demolishing existing roadway surface. During construction, the Contractor shall provide best possible experience for roadway users within project area.

During installation of the sewer system, the contractor shall pulverize existing pavement only in areas necessary to facilitate the construction of the forthcoming underground work. In no instance will the contractor pulverize the entire project area at the beginning of the job.

Per coordination with the Engineer and as it applies to the construction of the project, the contractor shall pulverize and stabilize in-place existing paved roadway surface. The pulverized material shall be stabilized to provide all-weather driving surface.

### **Staging Paving Operations**

As this project consists of approximately 280 Working Days, it is highly undesirable to have large areas of roadway surface remain unpaved for extended periods of time. Before starting construction, Contractor shall coordinate with the Engineer to discuss a plan for minimizing time period during which roadway surfaces are unpaved. The project has about 6 connections to existing sanitary sewer system owned and operated by the City of Modesto. There are also 5 connections to previously installed sewer pipe along Kerr Ave. Therefore, the project's sanitary sewer system consists of about 6 independent gravity systems. Once an independent system is fully constructed and tested, per coordination with the Engineer, the Contractor shall commence paving operations for the roadways with installed sewer system.

### **Coordination for public convenience**

Prior to construction, and per coordination with the County, the Contractor shall inform the public of upcoming construction activities. The contractor shall provide members of public with a time frame when construction activities will be adjacent to corresponding residences.

Contractor shall work with County to establish the order of work to minimize traffic impacts and conflicts with the current residences, Gallo, and businesses adjacent to the proposed improvements. Contractor is to insure that asphalt removal, grading, paving, storm drainage installation, and traffic signal installation operations (and any other activities that would severely restrict traffic flow or access to the existing businesses or residences) will be performed to allow for continual access to each of the

properties throughout the course of construction. Construction times of operation shall be negotiated with the County.

The Contractor shall follow the sequence of operations as set forth herein:

**1<sup>st</sup> Order: Coordinate with Gallo**

Prior to proceeding with construction in areas that might impact operations of Gallo Winery, the Contractor shall coordinate with Gallo representative to ensure minimum disturbance to Gallo operations during construction. South Santa Cruz Avenue is designated "truck route" for Gallo Glass. Prior to constructing improvements along South Santa Cruz Avenue, the Contractor shall coordinate with Gallo Glass to determine method of construction that would have least impacts to Gallo operations and to the public residences.

**2<sup>nd</sup> Order: Review of submittals**

The second order of work shall be to receive favorable review from the Engineer for various submittals associated with construction of project improvements.

**3<sup>rd</sup> Order: Order equipment and materials**

The third order of work shall be to place the order for various equipment and materials associated with construction of project improvements. The contractor shall furnish the Engineer with a statement from the vendor that the order for said equipment/materials has been received and accepted by said vendor. Said statement shall give the date that the equipment/materials will be shipped.

**4<sup>th</sup> Order: Install Sewer System**

The fourth order of work shall be to install the sewer system, including service laterals, as shown on the Plans. The trench shall be backfilled at the end of the work day. Contractor shall maintain grade and stability of the trench until final paving is completed.

**5<sup>th</sup> Order: Road Reconstruction**

The fifth order of work shall be road reconstruction, including but not limited to aggregate base, curb & gutter repair, and sidewalk repair. The Contractor shall maintain access to all roads and properties during inclement weather at its expense.

**6<sup>th</sup> Order: Pavement Placement**

The sixth order of work shall be pavement placement including pavement striping and marking.

The Contractor shall schedule its road reconstruction work such that at no time shall more than one (1) block be under construction unless otherwise approved by the engineer.

The Contractor shall furnish all labor, material, and equipment necessary to complete the work in conformance and as shown on the approved project plans, current edition of Stanislaus County Public Works Department Standard Specifications, the current edition of the City of Modesto Public Works Department Standard Specifications (for sewer system installation), current State Standards (including current amendments) except as modified herein and in these Special Provisions, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the work necessary to provide the system described, or shown, shall be furnished and installed as part of this contract and no additional compensation will be allowed. The work shall be complete and ready for service as shown on the approved project plans and as specified to satisfaction of the Engineer. Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

In case of conflicts between the Special Provisions, the Stanislaus County Public Works Department Standard Specifications, the City of Modesto Public Works Department Standard Specifications and the State Standards, these Special Provisions shall govern, followed by the City of Modesto Public Works Department Standard Specifications (for sewer system installation), followed by Stanislaus County Public Works Department Standard Specifications then followed by the State Standards.

At their own expense, the Contractor shall repair and/or replace any existing facilities that are damaged and/or affected by any construction related activity. The damaged facilities will be replaced or repaired in like kind to the satisfaction of the property owner and the Engineer.

## **ENCROACHMENT PERMITS**

Prior to the construction of project improvements, contractor shall apply for and secure various encroachment permits. Contractor shall be responsible for obtaining and complying with the requirements of the Stanislaus County Encroachment Permit, City of Modesto Encroachment Permit and Caltrans Encroachment Permit.

**Caltrans Encroachment Permit:** While performing work in Caltrans right-of-way, Contractor shall comply with all requirements of Caltrans Encroachment Permit. Including, but not limited to, paving operations, traffic control and trenching. See draft exhibit prepared for Caltrans Encroachment Permit for further reference.

### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work involved with complying with the requirements of various encroachment permits, shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed.

## **SP-02 WATER POLLUTION CONTROL PLAN (WPC), (SWPPP)**

This is a **LUP project, Type 1**.

### **Summary**

Discharges of storm water from the project must comply with NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002) hereinafter called the "Permit."

Contractor shall comply with all NPDES General Permit requirements for LUP Type 1 project.

Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including, but not limited to, work items shown:

- 1) Identify a Qualified SWPPP Practitioner (QSP). The QSP is responsible for all inspections; maintenance and repair of BMPs, and sampling activities at the project location.
- 2) Prepare a Storm Water Pollution Prevention Plan (SWPPP). SWPPP preparation must be by a Qualified SWPPP Developer (QSD) and includes obtaining SWPPP approval, amending the SWPPP, preparing a Construction Site Monitoring Program (CSMP), and monitoring and inspecting Best Management Practices (BMPs) at the job site.

- 3) Prepare Storm Water Annual Reports. Storm Water Annual Report preparation includes certifications, training, monitoring and inspection results, and obtaining Storm Water Annual Reports acceptance. Annual Reports include posting all documents and monitoring results to SMARTS system on behalf of the Stanislaus County, as necessary to comply with all requirements of the NPDES General Permit.

Do not start field work until:

1. SWPPP is approved by the County and,
2. All Permit Registration Documents (PRDs) have been uploaded onto SMARTS and a WDID is issued; and
3. A QSP has been assigned to the project and has been identified to the County.

Contractor shall retain his own QSD & QSP to determine, the scope of monitoring, and be responsible for all associated reporting and record keeping. Copy of all records shall be submitted to the County Construction Engineer (CE) on regular bases at the interval determined by the CE.

### **Submittals**

Within 20 days after contract approval, start the following process for SWPPP approval:

1. Submit 2 copies of the SWPPP and allow 20 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete SWPPP is resubmitted.
3. When the County approves the SWPPP, submit an electronic pdf copy and 3 printed copies of the approved SWPPP.
4. If the Engineer requests changes to the SWPPP based on RWQCB comments, amend the SWPPP within 10 days.

Submit:

1. Storm water training records including training dates and subjects for employees and subcontractors. Include dates and subjects for ongoing training, including tailgate meetings.
2. Employee training records:
  - a. Within 5 days of SWPPP approval for existing employees.
  - b. Within 5 days of training for new employees.
  - c. At least 5 days before subcontractors start work for subcontractor's employees.

All submittals required by this Special Provision shall be submitted by one electronic pdf copy and 2 printed copies, unless otherwise specified.

Submit documentation for the Storm Water Annual Report as needed for the site risk level. Submit all documentation for the Annual report no later than the first business day in August or within 15 days of contract acceptance if construction ends before July 1<sup>st</sup>. Submittal and approval of Annual report documentation will be considered a controlling operation of work until acceptable Annual report information is received.

### **Quality Control and Assurance Training**

Provide Storm Water Training for Project Managers, Supervisory Personnel, and Employees involved with BMP work and/or inspections.



Train all employees, including subcontractor's employees, in the following topics:

- 1) BMP rules and regulations
- 2) Implementation and maintenance for
  - a. Temporary Soil Stabilization
  - b. Temporary Sediment Control
  - c. Tracking Control
  - d. Wind Erosion Control
  - e. Material pollution prevention and control
  - f. Waste Management
  - g. Non-stormwater management
  - h. Identifying and handling hazardous substances
  - i. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial BMP training before working on the job site. Conduct weekly training meeting covering:

- 1) BMP deficiencies and corrective actions;
- 2) BMPs that are required for work activities during the week;
- 3) Spill prevention and control;
- 4) Material delivery, storage, use, and disposal;
- 5) Waste management;
- 6) Non-storm water management procedures.

#### **Qualified SWPPP Practitioner**

Assign one QSP to implement the approved SWPPP. The QSP must comply with the Permit qualifications for a QSP. At the job site, the QSP must perform and implement all tasks and requirements outlined in the Permit. Through Project's construction QSP shall insure that all required BPS's are implemented and ensure that Project BPS's are in compliance with Permit requirements for LUP Type 1 project. QSP shall perform all required inspections and/or monitoring.

If required by the Permit, the QSP shall prepare and submit: NAL Exceedance Reports, SWPPP Annual Certification, Annual Report Documents and BMP status reports

#### **Qualified SWPPP Developer (QSD)**

Identify the QSD responsible for the SWPPP preparation and any amendments or revisions. The QSD must comply with the Permit qualifications for a QSD.

The QSD must amend the SWPPP if:

- 1) Changes in work activities could affect the discharge of pollutants;
- 2) BMP practices are added;
- 3) Changes in the amount of disturbed soil are substantial;
- 4) Objectives for reducing or eliminating pollutants in storm water discharges have not been achieved; or
- 5) There is a Permit violation.

The County will review all amendments or revisions to the SWPPP.

Whenever you amend the SWPPP, follow the same process specified for SWPPP approval. Retain a printed copy of the approved SWPPP at the job site.

### **Deficiency Correction**

Whenever the contractor receives a Notice to Correct or the County identifies a deficiency in the implementation of the approved SWPPP, the contractor is required to:

- 1) Correct the deficiency immediately, unless the County agrees to a later date for making the correction; and
- 2) Correct the deficiency before precipitation occurs.

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the County may correct the deficiency and deduct the cost of correcting the deficiency from payment. The contractor will be back billed for the time and materials (+10%) to correct all deficiencies.

If the contractor receives a Notice of Violation, the County will allow 24 hours for the violation to be corrected. If the violation is not corrected, the County will take action and correct the deficiency. The contractor will be back billed for the time and materials (+10%) to correct all deficiencies.

For each failure to submit completed Storm Water Annual Report Documents, preparation of a REAP, inspect or monitor a qualifying discharge event, or correct a Notice of Violation by the due date the County will withhold payments per Section 9-1.16E(3) "Performance Failure Withholds" of the Standard Specifications.

Each failure to comply with any part of these special provisions and each failure to implement water pollution control practices are considered separate performance failures.

### **Measurement and Payment**

The contract lump sum price paid for **Water Pollution Control Plan (WPC), (SWPPP)** includes full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in preparing, obtaining approval of, and amending the SWPPP and CSMP, inspecting water pollution control practices, installing and maintaining BMP's, preparing and submitting of a REAP, uploading all required documentations to SMARTS system, and preparation, collection, analysis and reporting of Storm Water samples as specified in the Standard Specifications and these Special Provisions, and as directed by the County and submitting annual report documentation.

Payment for Water Pollution Control will be made as follows:

1. After the Engineer approves the SWPPP, the County will include 50 percent of the Bid Item price in the monthly progress payment.
2. 40 percent of the Bid Item price will be paid over the life of the contract.
3. After contract acceptance and approval of the Annual Report, the County will pay the remaining 10 percent.

### **SP-03 PROGRESS SCHEDULE**

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

## **SP-04 EXISTING FACILITIES**

Work involving existing property and facilities shall conform to Section 5-1.36, "Property and Facility Preservation," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

The Contractor shall use extreme caution when working adjacent to, or potholing, in the vicinity of existing utility devices, poles, tanks, and lines that are to remain in place. The location of underground communication cable and other utilities shown on plans is approximate. The Contractor shall coordinate with appropriate utility company, owners and agencies, by giving 48 hours advance notice for any work adjacent to existing utility devices and lines. The Contractor shall protect existing utility devices and lines throughout the course of construction and repair/replace if damaged at the Contractor's expense.

There is a possibility some existing underground utilities are not shown on the improvement plans. It is the responsibility of the Contractor to verify exact location and depth of all existing underground utilities prior to construction by potholing or careful exploration. The potholing locations shall be chosen by the Contractor prior to construction. Contractor shall pothole sufficient number of locations to insure that there will be no conflicts during construction. It is the Contractor's responsibility to contact USA prior to construction, to ensure the exact location of all underground utilities is known prior to proceeding with construction. If any conflicts between existing underground utilities and the proposed project improvements are discovered, the Contractor shall notify the County engineer immediately prior to proceeding with construction.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground facility. Regional notification centers include, but are not limited to, the following:

Underground Service Alert Northern California (USA) 811, or 1-800-227-2600

## **SP-05 DUST CONTROL**

Dust Control work shall conform to Section 14-9.03 "Dust Control" of the Standard Specifications.

Full compensation for performing all work associated with "Dust Control" shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

## **SP-06 MOBILIZATION / DEMOBILIZATION**

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.

The bid price for this item shall include all labor, equipment and materials required for Mobilization and Demobilization as indicated in the contract documents and all other related work, specified or not, to provide complete installation.

Full compensation for performing all work associated with "Mobilization/Demobilization" shall be considered as included in the contract lump sum price paid for **Mobilization/Demobilization**, and no additional compensation will be allowed.

## **SP-07 TRAFFIC CONTROL**

Flagging, construction area signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Traffic Control Systems and construction area traffic control devices shall be in accordance with the current California Manual on Uniform Traffic Control Devices. The traffic control system for lane closures shall be in accordance with Standard Plans T-11, T-12 and T-13.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," of the Standard Specifications and to the provisions in "Public Safety" of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor shall provide pilot cars to maintain traffic as needed during lane closures.

The provisions in this section shall not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulder.

A minimum of one paved traffic lane each direction, not less than twelve (12) feet wide, shall be open for use by public traffic at all times unless controlled by "Flagging." When construction operations are not actively in progress, not less than one lane in each direction shall be open to public traffic.

In the event a temporary road, ramp or driveway closure is necessary, the Contractor shall give the property owners and business owners 48 hours advance notice prior to closure.

The Contractor shall furnish, place, operate, and maintain three (3) Portable Changeable Message Signs as shown on the Traffic Control Plans or where designated by the Engineer in conformance with the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications for the duration of the project or as directed by the Engineer. As necessary, the contractor shall use Portable Changeable Message Signs throughout various construction stages to advise motorist and general public of upcoming construction activity and/or road closures. The contractor shall place Portable Changeable Message Signs adjacent to the construction zone/s or as designated by the Engineer.

Advance warning signs if any shall be furnished, installed and maintained by the Contractor. The Contractor shall submit traffic control plans. Said plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation.

If any component in the Traffic Control System is displaced or ceases to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the Traffic Control System, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder.

The Contractor shall furnish, erect and maintain all construction area traffic control devices within the project and at all public road entrances to the project.

### **Measurement & Payment**

Full compensation for furnishing all labor (including flagging costs), materials, tools, equipment and incidentals, for preparing and submitting lane/road closure plans and for doing all work involved in maintaining traffic, including, portable changeable message signs, maintaining the roadbed in a smooth and even condition for passage of public traffic, furnishing, installing, and maintaining such signs, lights, flares necessary to expedite passage of public traffic through or around the work, and providing pilot cars as needed, all as specified in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and as directed by the Engineer will be considered as included in the contract lump sum price paid for **Traffic Control**, and no additional compensation will be allowed.

### **SP-08 TEMPORARY PAVEMENT DELINEATION (See Attachment A)**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the Manual of Uniform Traffic Control Devices published by State of California Department of Transportation, or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Whenever lanelines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions, Attachment 1.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 calendar days. Prior to the end of the 14 calendar days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 calendar days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

### **Measurement & Payment**

Full compensation for furnishing, placing, maintaining, and removing temporary pavement delineation, including temporary raised pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required, shall be considered as included in the contract price paid for **Traffic Control**, and no additional compensation will be allowed.

### **SP-09 CONSTRUCTION STAKING**

Stanislaus County shall provide construction staking services in accordance with the provisions in "Attachment B" attached hereto. The Contractor shall follow staking request procedures outlined in "Attachment B".

#### **Benchmark:**

- City of Modesto BM C 8-430: EL=96.249 (NAVD 88),
- Easting 6426670, Northing 2055090
- Longitude -120.9662236, Latitude 37.6379474
- Street Name: Conejo Ave, Cross Street Yosemite Blvd, Description "City BC set @ base of steel high line tower of @ S side int N of int"

### **SP-10 RELOCATE EXISTING MAILBOX**

The Contractor shall relocate existing mailboxes, including joint/gang and private mailboxes, which interfere with construction operations. Existing mailboxes shall be accessible for delivery at all times. Existing mailboxes shall either be installed on posts set in the ground or installed on temporary supports approved by the engineer.

When construction is complete, the existing mailboxes shall be installed in final position on posts or supports equivalent to the original.

Newspaper boxes on individual posts, attached to fences, or other supports will be considered as separate mailboxes for measurement and payment. Additional compensation will not be allowed for newspaper boxes attached to existing mailbox posts.

### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with Relocate Existing Mailbox as necessary (regardless of the number of moves required), and for furnishing new posts, planks and hardware as necessary to reset the mailboxes, shall be considered as included in the contract price paid for the **Relocate Existing Mailbox** and no additional compensation will be allowed.

## **SP-11 RESET SIGN**

### **Roadside Signs**

Existing roadside signs shall be removed and relocated at new locations shown on the plans. Each roadside sign shall be installed at the new location on the same day said sign is removed from its original location on posts or supports equivalent to the original.

### **Measurement & Payment**

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with Reset Sign all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Reset Sign** and no additional compensation will be allowed.

### **Street Name Signs**

Where necessary, existing signs impacted by proposed construction of project improvements shall be furnished and installed by the Contractor as specified in the California Manual of Traffic Control Devices, 2012 Edition. The G7 street name signs shall be on diamond-grade reflective sheeting. Street name text shall be white with 12-inch upper case, first character followed by 10-inch lower case characters for each word (ex... "County Road"), Clearview font, on a green background. Block numbers and arrows shall be white, four inches high, on a green background. Block numbers and arrow shall be located on the right hand side of the sign. Arrows shall be orientated toward the highest block number. The block shall be located above the arrow, see detail on the plans. Messages shall be on both sides of the signs unless otherwise indicated on the plans.

### **Measurement & Payment**

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with construction or relocation of Street Name Signs all in accordance with the plans,

specifications and these Special Provisions shall be considered as included in the contract unit price paid for **Reset Sign** and no additional compensation will be allowed.

### **SP-12 ADJUST FRAMES, COVERS AND GRATES TO GRADE**

Frames and covers and frames and grates of existing manholes, water valves, grates, or other facilities shall be adjusted to grade in accordance with the provisions in Section 15-2.10, "Adjust," of the Standard Specifications, the plans, and these Special Provisions.

#### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with Adjust Frame, Covers and Grates to Grade all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Adjust Frames, Covers and Grates to Grade** and no additional compensation will be allowed.

### **SP-13 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provision in Section 16, "Clearing and Grubbing," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

#### **Field Confirmation of the Obstructions**

It shall be the Contractor's responsibility to remove all obstructions including, but not limited to, trees and other vegetation, within the proposed work area which interfere with the work shown on the drawings. **It is the responsibility of the Contractor to inspect the project site, prior to bidding, to ensure all the necessary removal of obstructions are reflected in the Contractor's bid.** The location of the obstructions shown on the plans is figurative only. The County does not guarantee the exact location of items shown. It shall be the Contractor's responsibility to determine which items are going to interfere with this work. All improvements remaining either wholly or partially that interfere with the work, including, but not limited to walkways, paving, slabs above ground, trees, stumps, roots, and tree trimming, shall be demolished and removed as part of the work included under clearing and grubbing.

It shall be the contractor's responsibility to remove all obstructions within the right of way which interfere with the work shown on the drawings. The location of the obstructions shown on the plans is figurative only. The County does not guarantee the exact location of items shown. It shall be the Contractor's responsibility to determine which items are going to interfere with this work.

All improvements remaining either wholly or partially within the right of way that interfere with the work, including, but not limited to, retaining walls, footings, walks, curbs, paving, AC dike, and slabs above ground, trees, stumps, roots, tree trimming, orchard and landscaping irrigation pipes, valves and hose bibs shall be demolished and removed as part of the work included under clearing and grubbing.

#### **Measurement & Payment**

The Contract lump sum price for **Clearing and Grubbing**, shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for performing all work involved with clearing and grubbing as described in the "SP-13 Clearing and Grubbing" section, and/or as otherwise noted in the following sections all in accordance with the approved project plans, specifications and these Special Provisions, no additional compensation will be allowed.



Removal of project specific items to be in accordance with Section 15-2 of the Standard Specifications, the requirements outlined in the Plans and these Special Provisions.

**Remove and Dispose of Existing AC Dike, AC Surface, Curb, Gutter, Sidewalk and Concrete**

All concrete removal as shown on the project plans shall be per Standard Specifications section 15-3.

Curb and gutter and sidewalk designated on the plans to be removed in order to facilitate construction of new improvements, shall be removed and disposed of. Where shown on plans to remove existing concrete or AC, or as necessary to facilitate construction, Contractor shall carefully sawcut existing AC or concrete at limits required to facilitate the construction of new improvements.

Removed curb and gutter and sidewalk shall be disposed of outside of the highway right of way in accordance with the provisions in Section 15-3, "Concrete Removal" of the Standard Specifications.

**Measurement & Payment**

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with sawcutting, removing and disposing of curb, gutter, sidewalk and concrete all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract lump sum price paid for **Clearing and Grubbing** and no additional compensation will be allowed.

**Removal of Traffic Stripes and Markings**

Work shall be done per Section 15-2 of the Standard Specifications. Full compensation for conforming to the requirements of this section shall be considered as included in the contract lump sum price paid for **Clearing and Grubbing** and no additional compensation will be allowed.

**Remove and Relocate Existing Bollards**

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with removing and relocating various types of existing bollards, as shown on plans or as necessary to facilitate the construction of project improvements, all in accordance with the plans, Standard Specifications and these Special Provisions shall be considered as included in the contract lump sum price paid for **Clearing and Grubbing** and no additional compensation will be allowed.

**REMOVE EXISTING PAVEMENT**

At appropriate stage during Project's construction, typically in advance of placement of new roadway section operations, per coordination with the Engineer the Contractor, at his own expense, shall haul away all material removed in order to facilitate the construction of new roadway section.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, transporting and disposal of the existing pavement section to be removed as shown on the project plans and in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for **Clearing and Grubbing** and no additional compensation will be allowed.

**FENCE RELOCATION**

As indicated on plans, or as necessary to facilitate the construction of project improvements, the contractor shall adjust/relocate various types of existing fencing disturbed by the construction of project improvements. Prior to removing and relocating existing fence, Contractor shall coordinate with affected property owner and the Engineer. The relocated/reconstructed fence/gate shall match existing fencing to the extent possible.

Fence Removal and Reconstruction shall conform to the provision in Section 15-2.04B of the Standard Specifications, the requirements outlined in the Plans and these Special Provisions.

### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved with relocating various fence types construction, including any gates, all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the corresponding contract unit prices paid for the **Fence Relocation** bid item and no additional compensation will be allowed.

### **10' TAPER GRIND AND LAP JOINT**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans. Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the construction detail plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place and shall be the entire width of the area to be surfaced.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 5-1.20B of the

Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

#### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved with 10' Taper Grind and Lap Joint construction and disposing of planed material, including construction of lap joints and the components involved including pavement reinforcing fabric, furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers as specified in the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the **10' Taper Grind and Lap Joint** and no additional compensation will be allowed.

#### **SP-14 WATERING**

Developing a water supply and applying watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for developing a water supply and furnishing all water required for the work.

#### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with Watering and dust control all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed.

#### **SP-15 EARTHWORK AND ROAD EXCAVATION**

Earthwork shall conform to the applicable requirements of Section 19, "Earthwork," of the Standard Specifications, except as herein provided.

The contractor shall excavate only as much trench as can effectively backfilled in the same day. All trenches in the roadway area shall be paved with temporary paving the same day the pavement cut is made. All trenches shall be backfilled so that traffic can cross at the close of each days work or protected to the satisfaction of the Engineer. There shall be no open trench left in the roadway area after normal working hours.

Material Testing shall be per SC-6, "Control of Materials" of the Special Conditions.

Street embankments and cut areas shall be graded and compacted as described in this Section. After all utilities and storm sewers have been installed, the subgrade shall be fine graded and restored to required grade, and then proof-rolled, utilizing a fully loaded tandem axle truck having a gross weight not less than 40,000 pounds and with the tires inflated to not less than 70 psi.

#### **Measurement & Payment**

The quantities of structure excavation and structure backfill involved in excavation and backfilling pipe and other structures as shown on the Plans shall be considered included in the unit prices paid for the various items of work for which it applies and no separate payment will be made therefore.

Full compensation for Earthwork necessary for construction of Concrete Structures and Miscellaneous Concrete Construction shall be considered as included in the cost of the contract items for which it is related and no additional compensation will be allowed therefore.

#### **ROADWAY EXCAVATION, COMPACTION AND EARTHWORK (F)**

The quantity of roadway excavation shall be considered a final pay quantity as per Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

The price paid for the Road Excavation, Compaction and Earthwork shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in excavating, grading, transporting, filling, compacting and disposing of material, including filling between the back of walk and right of way, proof rolling, earthwork required for construction of asphalt concrete paving and concrete facilities as shown on the Plans and all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the **Roadway Excavation, Compaction and Earthwork (F)** and no separate payment will be made therefore.

#### **Excess Fill Material**

Excess Fill Material will be measured and paid for by the cubic yard and the quantity to be paid for will be per 19-7.04, "Payment" of the Standard Specifications.

The Contractor is to make every effort to balance the earthwork of project site. If necessary, the Contractor is to off-haul excess fill materials to the nearest acceptable location and to coordinate with the Engineer. Contract is to determine if excess fill contains any contaminants or toxic substances. If excess fill is found to be contaminated beyond levels allowed by relevant regulatory agency, the Contractor is to follow proper hazardous waste protocol when disposing of contaminated excess fill.

Full compensation for furnishing all labor, materials, tool, transportation, equipment and incidentals for doing all work involved with Excess Fill Material all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

#### **SP-16 AGGREGATE ROAD BASE (CLASS II)**

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate Base shall be Class 2.

Aggregate Base will be paid by the ton per Section 9 "Payment" and Section 26-1.04 "Payment" of the Standard Specifications.

#### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Aggregate Road Base (Class II), complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered

as included in the contract unit price paid for **Aggregate Road Base (Class II)**, and no additional compensation will be allowed.

### **SP-17 HOT MIX ASPHALT CONCRETE (TYPE A)**

This work shall consist of furnishing and placing asphalt concrete in conformance with Section 39, "Hot Mix Asphalt" (HMA) of the Standard Specifications and these Special Provisions.

Hot Mix Asphalt concrete shall be Type A.

The asphalt binder shall be grade PG 64-10 as specified in the Standard Specifications, unless otherwise approved by the Engineer. Aggregates shall be ½ inch grading as specified in Section 39-1.02E, "Aggregate," of the Standard Specifications.

RAP: only 15% may be allowed in the mix design and should be clearly noted in the Job Mix Formula submitted by the contractor for review and approval.

Perform Hot Mix Asphalt work according to Section 39-3 "Method Construction Process" of the Standard Specifications. Material testing shall be per SC-06, "Control of Materials" of the Special Conditions.

Attention is directed to 39-1.11 "Transporting, Spreading, and Compacting" of the Standard Specifications.

A drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. The final lift of HMA for all streets shall be placed after all work related to underground facilities, excavations, reconstruction, trench pavement, and pre-paving work has been completed.

HMA smoothness requirements shall conform to 39-1.12B "Straightedge" of the Standard Specifications. Section 39-1.12C, "Profilograph" of the Standard Specifications shall not apply. Smoothness that does not meet the straightedge requirements shall be corrected per 39-1.12D "Smoothness Correction" of the Standard Specifications.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

### **Measurement & Payment**

Full compensation for furnishings all labor, materials, tools equipment and incidentals for all work performed under this section " Hot Mix Asphalt Concrete (Type A)," including driveways, AC Dikes, surfacing miscellaneous areas, various HMA items and Tack Coat, and any other items related to Hot Mix Asphalt, shall be considered as included in the contract unit price paid for various **Hot Mix Asphalt Concrete (Type A)**, and no additional compensation will be allowed.

### **TYPE A AC DIKE**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Type A AC Dike, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Type A AC Dike**, and no additional compensation will be allowed.

### **SP-18 SURVEY MONUMENTS**

In addition to the construction staking services referenced in SP-09, Stanislaus County shall provide services to reset existing survey monuments.

Survey monuments shall be constructed in conformance with the plans, Section 81, "Monuments," of the Standard Specifications, and these Special Provisions.

Per Attachment-B, the Stanislaus County will be responsible for providing professional surveying services involved in resetting existing survey monuments. The Contractor is to coordinate with Stanislaus County surveyor prior to performing any construction activities that might potentially disturb existing monuments. The Contractor shall coordinate with Stanislaus County to have the affected monuments preserved and reset once paving operations have been completed. **Once the survey monuments are reset, the Contractor shall be responsible for adjusting survey monument wells to grade** per section SP-12 "Adjust Frames and Covers and Frames and Grates to Grade." The Contractor shall notify the Engineer immediately if a monument is disturbed.

The contractor is responsible for preserving all survey monumentation. If an existing monument must be removed contractor is to contact Stanislaus County Survey Department 209-525-4135 ASAP and county personnel will tie the monument out. If the monument is in an existing monument box the contractor shall attempt to reuse the box. If the box is not reusable contractor shall obtain new monument boxes and lids from Stanislaus Public Works at 1716 Morgan Road. After roadway construction is complete contractor shall contact Stanislaus County Survey Department to mark the location for the placement of the monument box and contractor to installing the monument box and lid to finished grade. Stanislaus County Survey Department will then install the monument inside the existing box at a later date.

#### **ADJUST MONUMENT WELL**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work performed under this section "Survey Monuments," including removal of existing well for reuse, obtaining new monument boxes from Stanislaus Public Works, HMA or Cement, shall be considered as included in the contract unit price paid for **Adjust Monument Well**, and no additional compensation will be allowed.

#### **SP-19 MARKERS AND DELINEATORS**

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these Special Provisions.

Markers and delineators on flexible posts shall conform to the provisions in Attachment A, "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions.

#### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work performed under this section "Markers and Delineators" all in accordance with the Standard Specifications

and these Special Provisions shall be considered as included in the contract unit price paid for various Thermoplastic Striping items, and no additional compensation will be allowed.

## **SP-20 BLANK**

## **SP-21 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

For each batch of thermoplastic material for traffic stripes and pavement markings, the Contractor shall submit to the Engineer:

1. Certificate of Compliance under section 6-1.07, "Certificates of Compliance," of the Standard Specifications.
2. Department's Materials Engineering and Testing Services notification letter stating that the material is approved for use
3. Material Safety Data Sheet

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Within 14 days of applying a thermoplastic traffic stripe or pavement marking, the retroreflectivity of the traffic stripe or pavement marking shall be a minimum of 250 millicandelas per square meter per lux for white and 150 millicandelas per square meter per lux for yellow. The Contractor shall test the retroreflectivity under ASTM E 1710. Test results shall be submitted to the County for acceptance.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Thermoplastic traffic stripes will be measured by the linear foot for each striping detail, regardless of the number, widths and patterns of stripes in the detail.

### **RETROFLECTIVE BLUE MARKER**

Retroflective Marker (Blue Type X Marker) shall be placed along striping @ fire hydrants, per City of Modesto Standards. Retroflective Marker shall be the permanent type listed on the Pre-Qualified and Tested Signing and Delineation Materials.

## Measurement & Payment

Full compensation for furnishing and installing Retroflective Blue Marker shall be considered as included in the contract unit paid for **Retroflective Blue Marker** and no additional compensation will be allowed.

### All Weather Reflective Elements for Thermoplastic Pavement Markings

#### I. Description

- A. This work shall consist of furnishing and installing bonded core reflective elements as a part of a multiple component, retroreflective traffic marking system in accordance with this provision and in reasonably close conformance to the dimensions and lines shown on the plans or established by the engineer.
- B. This specification describes the bonded core reflective elements used to reflectorize thermoplastic pavement marking binder materials at a rate specified by the engineer.
- C. The binder material shall be applied in a molten state, by methods as called out in the plans, and immediately followed by application of bonded core reflective elements and glass beads. The resulting traffic marking system shall produce a stripe of specified thickness, length, and width that is retroreflective in dry and wet conditions and capable of resisting deformation by traffic.

#### II. Materials

- A. Bonded Core Elements (surface-drop): The bonded core reflective elements shall contain either clear or yellow tinted microcrystalline ceramic *beads bonded to the opacified core. These elements shall not be manufactured using lead, chromate or arsenic.* All “dry-performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.8 when tested using the liquid oil immersion method. All “wet performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the liquid oil immersion method in Section 6.1 Appendix A.
- B. Element Gradations: There are two gradations for the bonded core elements, standard size and “S” series. “S” series is a slightly finer gradation of elements compared to standard. See Table 1.

Table 1 Element Gradations			
Mass Percent Passing (ASTM D1214)			
US Mesh	Micron	Standard Elements	"S" Series
12	1700	80-100	85-100
14	1410	45-80	70-96
16	1180	5-40	50-90
18	1000	0-20	5-60
20	850	0-7	0-25
30	600		0-7



- C. **Acid Resistance:** A sample of bonded core reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into 1000cc of distilled water. CAUTION: Always add the concentrated acid into the water, not the reverse.
- D. **Surface Treatment:** The bonded core elements are surface treated to optimize embedment and adhesion to the thermoplastic binder.

**III. Characteristics of Finished Traffic Markings**

- A. **Retroreflectance:** Typical initial retroreflectance values \*are shown in Table 2. Typical retroreflectivity is averaged over many readings [mcd(ft-2)(fc-1)] metric equivalent [mcd(m-2)(lux-1)]

**Table 2 Typical Initial Retroreflectance Values**

	White	Yellow
Dry (ASTM E1710)	700	500
Wet recovery (ASTM E2177)	280	250
Wet continuous (ASTM E2176)	90	75

- B. Typical **Minimum** initial retroreflectivity values\* are shown in Table 3. Typical **Minimum** retroreflectivity is averaged over many readings [mcd(ft-2)(fc-1)] metric equivalent [mcd(m-2)(lux-1)]

**Table 3 Typical Minimum Initial Retroreflectance Values**

	White	Yellow
Dry (ASTM E1710)	500	375
Wet recovery (ASTM E2177)	225	200
Wet continuous (ASTM E2176)	75	60

\* Note: Typical Retroreflectivity results represent average performance for smooth pavement surfaces. Values represent both standard and "S" series elements. Results may vary due to differences in pavement type and surface roughness. Increased element drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces .

- C. **Section 1:** Some reasonable variance should be expected (for example, application on very rough road surfaces or variations in glass bead source or type).
- D. **Section 2:** The initial retroreflectance of a single installation shall be the average value determined by the measurement procedures outlined in ASTM E 1710, using a 30-meter (98.4 feet) retroreflectometer. RL shall be expressed in units of millicandelas per square foot per foot-candle [mcd(ft-2)(fc-1)] metric equivalent [mcd(m-2)(lux-1)].
- E. **Section 3:** The sampling procedure is as follows:

**Step 1:** A visual night inspection must be made with a manufacturer’s representative and a customer representative present to identify areas of installation which appear to be below the typical minimum retained reflectance values in the Table 3. Areas which appear to be below the minimum retained reflectance value shall be identified as zones of measurement. To qualify for materials replacement, a zone must be at least 60 feet (108 meters) in road length and shall consist of either edge lines, center lines or lane lines.

**Step 2:** Within each zone, reflectance measurements must be taken at specified checkpoint areas

**a. Zones Measuring 360 Feet (108 m) to 1,080 Feet (324 m) in Length**

No separate checkpoints are required. For continuous lines, reflectance measurements must be made at approximately 20 ft. (6 m) intervals throughout the zone. For skip lines, measurements must be taken at two random locations on each skip.

**b. Zones Measuring 1,080 Feet (324 m) to 6 Miles (9.6 km) in Road Length**

A total of 18 measurements must be made at each of three checkpoints within the zone, including the start point, the mid -point and the end point. For continuous lines, reflectance measurements must be made at 20-foot (6 m) intervals throughout each checkpoint. For skip lines, two measurements must be taken at two random locations on each skip.

**c. Zone Greater than 6 Miles in Road Length**

A total of 18 measurements must be made in each checkpoint within the zone, including the start point, the end point and at approximately 3-mile (4.8 kilometers) intervals throughout the zone. For measurement intervals on continuous lines, center lines or lane line skips, refer to Section b above.

**Step 3:** All reflectance measurements made at the checkpoints shall be made on a clean, dry surface at a minimum temperature of 40° F (4° C). The test instrument shall use an Entrance Angle of 88.76° and an Observation Angle 1.05° which represent a simulated driver viewing geometry at a 30 meter distance.

**Step 4:** All reflectance measurements within the zone must be averaged to determine if the minimum retained reflectance values have been met.

Initial retroreflectivity of pavement marking shall be measured within 3 - 7 days after application. Measurements taken immediately after application may be different due to excess non-adhered beads and elements remaining on the line.

Wet retroreflectance values measured under a “condition of continuous wetting” (simulated rain) shall be in accordance with ASTM E2176, and to reduce variability between measurements, the test method shall be performed in a controlled laboratory environment while the marking is positioned with a 3 to 5 degree lateral slope. Measurements shall be reported as the average value from a minimum of three locations as identified in Step 2 of Section 3.2.3. Samples of the completed finished product shall be applied to flat panels during application and brought back to the lab for testing.

Wet Recovery Retroreflectance values shall be in accordance with ASTM E2177. Measurements shall be reported as the average value from a minimum of three locations as identified in Step 2 of Section 3.2.3.

#### IV. Application Requirements

##### A. Equipment

- i. Mobile truck mounted applicators shall be capable of traveling at a uniform, predetermined speed over variable road grades to produce uniform application of striping material, following straight lines and making normal curves in a true arc. The equipment shall be capable of air-blasting the pavement, applying the stripe and immediately dropping the *bonded core elements and glass beads* in a single pass at speeds up to 8 mph.

- ii. Walk-behind cart applicators shall be capable of uniform application of striping material at walking speeds, following straight lines and making tight turns symbols and legends. Mobile equipment must be available to air blast the areas immediately prior to hand cart application. The walk-behind cart shall be capable of applying the molten binder and immediately dropping the *bonded core elements and glass beads in a single pass at walking speeds.*
- iii. The equipment shall be capable of application of bonded core elements and glass beads to the surface of the pavement marking by double drop application. The element dispenser for the first drop shall be attached to the striping machine in such a manner that the elements are dispensed closely behind the binder application device. The bead dispenser for the second drop shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first drop (bonded core elements).
- iv. The applicator for the *bonded core elements and glass beads* should be equipped with an automatic cut-off control that is synchronized with the cut-off of the binder material.
  - 1. The applicator for the *bonded core elements and glass beads* shall be capable of delivering a uniform drop rate at required application speeds.
  - 2. The bonded core elements and glass beads are applied such that they appear uniform on the entire traffic marking.

**B. Application Conditions:**

- i. **Binder Thickness:** The binder shall be applied to the proper thickness per the project plans. Minimum thickness shall be as specified by the engineer or per manufacturer recommendation for the binder type being applied.
- ii. **Reflective media application:** The specified reflective media shall be dropped immediately after binder application. Reflective Media consists of retroreflective elements followed by glass beads commonly called “double-drop” and shall be applied to achieve the application rates shown in Table 4, and Table 5

<b>Table 4 All Weather Element Application Rates for Thermoplastic Binders</b>	
Units	Minimum for smooth pavement surfaces
Pounds per 4-inch linear foot	0.022 lbs
Pounds per mile, 4-inch width	116.4 pounds
Grams per 4-inch linear foot	10 grams per 4-inch lf

<b>Table 5 Application Rates for Preferred Glass Bead Types</b>		
Units	Utah Performance Blend*	FP 03 #718.19 Type 3*
Pounds per 4" lineal foot	0.048	0.026
Grams per 4" lineal foot	22	12
Pounds /100 Sq ft	14.4	7.8

\*Common Bead types/gradations are shown in Table 6

<b>Table 6 Common bead types with Liquid Pavement markings. Bead Gradations - Mass Percent Passing (ASTM D1214)</b>					
US Mesh	Micron	AASHTO M247 Type I	Missouri Specification Type P**	FP03 718.19 Type III	Utah Performance Specification
12	1700			100	
14	1410			95-100	
16	1180	100		80-95	
18	1000			10-40	65-80
20	850	95-100	90-97	0-5	
25	710			0-2	
30	600	75-95	60-87		0-30
40	425				
50	300	15-35	0-15		0-5
70	212		0-5		
80	180				
100	150	0-5			

\*\* A minimum of 15% of total weight shall be from direct melt glass. All +30 US Mesh beads shall be 85% minimum rounds and minimum crush strength of 30 lb. in accordance with ASTM D 1213.

- iii. Adhesion: The contractor shall ensure that the marking is well adhered to the road surface, and that the glass beads and bonded core elements are well adhered to the binder.
- iv. Retroreflectivity: The contractor shall ensure that the reflectorized pavement marking meets the performance criteria for typical initial minimum retroreflectance values stated in Table 3 of preceding Section 3.2.
- v. The average initial retroreflectance shall be determined according to the measurement procedures outlined in ASTM E 1710, using a 30 meter retroreflectometer. The 30 meter retroreflectometer shall measure the coefficient of retroreflected luminance, RL, at observation angle of 1.05 degrees and an entrance angle of 88.76 degrees. RL shall be expressed in units of millicandelas per square foot per foot-candle. [(mcd(ft-2)(fc-1)]. The metric equivalent shall be expressed in units of millicandelas per square meter per lux [(mcd(m-2)(lux-1)]. The sampling procedure is outlined in section 3.1.4.
- vi. Initial performance of the pavement markings shall be measured within 3- 7 days after application. Measurements taken immediately after application may be different due to excess non-adhered beads and elements remaining on the line.
- vii. Wet retroreflectance values measured under a “condition of continuous wetting” (simulated rain) shall be in accordance with ASTM E2176, and to reduce variability between measurements, the

test method shall be performed in a controlled laboratory environment while the marking is positioned with a 3 to 5 degree lateral slope. Measurements shall be reported as an average of a minimum of three locations. A sample of the complete finished product shall be applied to flat panels during application and brought back to the lab for testing.

## V. Inspection And Testing

- A. At any time throughout the duration of the project, the contractor shall provide free access to their application equipment for inspection by the engineer, their authorized representative, or a materials representative.
- i. Reflective media: When required by the engineer, the contractor shall demonstrate to the engineer the proper calibration of reflective elements and glass beads compared with the manufacturer's requirement and may be conducted by one of the two methods.
1. Pressurized delivery systems - The calibration shall be conducted with a graduated cylinder, portable scale or other similar device. Reflective elements or glass beads shall be collected from the reflective element and glass bead guns for a timed period. The volume of the reflective elements and glass beads shall be measured and compared with the manufacturer's requirements.
  2. Non-pressurized delivery systems – The calibration shall be conducted with catch pans of known geometry, sufficiently wide to capture the width of the drop. The pans are positioned in the marking application path on the road. Then, separately for each glass beads and bonded core elements, with the applicator off, the applicator is passed over the catch pan at the appropriate speed and drop rate. The catch is then weighed or converted to volume and the drop area is calculated from the length of the pan and the width of the drop.  $\text{Drop rate} = \text{drop capture weight} / [(\text{drop width}) \times (\text{drop length})]$ .
- ii. Application Panel – The contractor shall provide – when required by the engineer - at least one representative sample coated onto an aluminum panel or equivalent. This panel will serve as a record of the project output and application conditions and settings.

## VI. Appendix

- A. Appendix A - Refractive index of beads by liquid immersion.
- i. Equipment:
1. Microscope (minimum 100X magnification)
  2. Light source-preferably sodium light or other monochromatic source, but not absolutely essential.
  3. Refractive index liquids. (Available from R.P. Cargill Laboratories, Inc, Cedar Grove, NJ).
  4. Microscope slide and slide cover
  5. Mortar and pestle
- ii. Procedure:

1. Using the mortar and pestle, crush a few representative beads and place a few of these crushed particles on a microscope slide.
2. Place a drop of a refractive index liquid, with an index as close to that of the crushed particles as can be estimated, on the particles.
3. Cover the slide with a microscope slide cover and view the crushed particles by transmitted light normal to the slide surface (illuminated from the bottom).
4. Adjust the microscope mirror to allow a minimum light intensity for viewing. This is particularly important if sodium light is not used.
5. Bring a relatively flat and transparent particle into focus by slightly raising and lowering the objective (microscope tube), look for one or both of the following:
  - a. Becke Line – This light line will appear to move either into the particle or away from it. In general, if the objective is lowered, the line will move toward the material of lower index.
  - b. Variation in Particle Brightness – When raising the objective from a sharp focus, the particle will appear to get brighter or darker than the surrounding field. If it becomes brighter, the particles have a higher refractive index than the liquid. If it becomes darker, the glass has a lower refractive index than the liquid. In both cases, the opposite will be true if the objectives lowered.
6. This test can be used to confirm that the beads are above or below a specified index. It can also be used to give an accurate determination of the index (+ or – 0.001). This is done by using several refractive index liquids until a match or near match of indices occurs. The index of the glass will equal that of the liquid when no becke line and now variation in bed brightness is observed.

- B. Acid Resistance- A sample of bonded core reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into 1000cc of distilled water. CAUTION: Always add the concentrated acid into the water, not the reverse.

Retroreflective pavement markers to be installed along with thermoplastic traffic striping shall conform to the provisions in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications and these special provisions.

### **Measurement & Payment**

Full compensation for furnishing and installing retroreflective pavement markers shall be considered as included in the contract unit price paid for the various thermoplastic traffic striping requiring retroreflective pavement markers, and no additional compensation will be allowed.

Full compensation for furnishing all labor materials, tools, equipment and incidentals for performing all work involved in installing various types of Thermoplastic Striping and Markings and pavement striping in accordance with the approved project plans, Standard Specifications, and these Special Provisions shall be considered as included in the corresponding contract unit prices paid for the following bid items and no additional compensation will be allowed:

**Thermoplastic Pavement Markings****Thermoplastic Striping (Det. 21)****Thermoplastic Striping (Det. 23)****Thermoplastic Striping (Det. 15)****SP-22 ENVIRONMENTAL MITIGATION**

Environmental reevaluation will be required if the scope of the project changes to include additional areas of activities, or if previously unknown cultural or other sensitive resources are discovered.

A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist and must be implemented prior to the start of construction activities. This plan is needed in order to minimize worker exposure to lead chromate or lead while handling grindings containing thermoplastics.

The Contractor is responsible for disposal of thermoplastic grindings. Stanislaus County will provide a temporary EPA ID number and sign the manifest prior to properly disposing of hazardous waste.

Full compensation for preparation, submittal, and implementation of a lead compliance plan shall be considered as included in the contract lump sum price paid for **Lead Compliance Plan**, and no additional compensation will be allowed.

**SP-23 CONTROLLED LOW STRENGTH MATERIAL**

Controlled low strength material shall consist of a workable mixture of aggregate, cementitious materials, and water and shall conform to the provisions for slurry cement backfill in Section 19-3.02D, "Slurry Cement Backfill," of the Standard Specifications and these Special Provisions.

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for culverts having a diameter or span greater than 20 feet.

When controlled low strength material is used for structure backfill, the width of the excavation shown on the plans may be reduced so that the clear distance between the outside of the pipe and the side of the excavation, on each side of the pipe, is a minimum of 12 inches. This minimum may be reduced to 6 inches when the height of cover is less than or equal to 20 feet or the pipe diameter or span is less than 42 inches.

Controlled low strength material in new construction shall not be permanently placed higher than the basement soil. For trenches in existing pavements, permanent placement shall be no higher than the bottom of the existing pavement permeable drainage layer. If a drainage layer does not exist, permanent placement in existing pavements shall be no higher than one inch below the bottom of the existing asphalt concrete surfacing or no higher than the top of base below the existing portland cement concrete pavement. The minimum height that controlled low strength material shall be placed, relative to the culvert invert, is 0.5 diameters or 0.5 heights for rigid culverts and 0.7 diameters or 0.7 heights for flexible culverts.

When controlled low strength material is proposed for use, the Contractor shall submit a mix design and test data to the Engineer for approval prior to excavating the trench for which controlled low strength material is proposed for use. The test data and mix design shall provide for the following:

- A. A 28-day compressive strength between 50 pounds per square inch and 100 pounds per square inch for pipe culverts having a height of cover of 20 feet or less and a minimum 28-day compressive strength of 100 pounds per square inch for pipe culverts having a height of cover greater than 20 feet. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
- B. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
- C. Admixtures may be used in conformance with the provisions in Section 90-1.02E, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

Materials for controlled low strength material shall be thoroughly machine-mixed in a pugmill, rotary drum or other approved mixer. Mixing shall continue until the cementitious material and water are thoroughly dispersed throughout the material. Controlled low strength material shall be placed in the work within 3 hours after introduction of the cement to the aggregates.

When controlled low strength material is to be placed within the traveled way or otherwise to be covered by paving or embankment materials, the material shall achieve a maximum indentation diameter of 3 inches prior to covering and opening to public traffic. Penetration resistance shall be measured in conformance with the requirements in ASTM Designation: D 6024.

Controlled low strength material used as structure backfill for pipe culverts will be considered structure backfill for compensation purposes.

### **Measurement & Payment**

Full compensation for furnishing and installing Controlled Low Strength Material shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed.

## **SP-24 AGGREGATE BASE (SHOULDER BACKING)**

### **Preserving Aesthetics of Private Improvements**

The shoulder backing areas, as shown on the improvement plans, might need to be slightly adjusted prior to placement of shoulder backing. Some existing areas might contain improvements, such as landscaping, that will make placement of shoulder backing undesirable. At locations where private improvements border roadway, to the extent possible, Contractor shall preserve existing aesthetics. If Contractor discovers an area that he suspects should not be treated with shoulder backing, the Contractor shall coordinate with the Engineer and/or property owner to determine whether or not shoulder backing should be placed at such location.

For landscaped areas with ground surface consisting only of native soil, if there is a significant "drop-off" (vertical height difference between edge of proposed pavement and surface outside roadway), the Contractor shall fill those area with native soil material and grade to drain away from edge of proposed roadway.



Shoulder backing must comply with Section 19-9, "Shoulder Backing" of the Standard Specifications and these Special Provisions.

Quantities of imported material (shoulder backing) will be measured by the ton in conformance with the provisions in Section 9-1.02, "Measurement," of the Standard Specifications, except that the weight of water in the aggregate will not be determined and no deduction will be made from the weight of material delivered to the work.

### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, **including grading/prepping shoulder area for placement of shoulder backing material as shown on plan sheet #58 detail titled "Typical Shoulder Section,"** and for doing all the work involved in constructing Aggregate Base (Shoulder Backing), complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Aggregate Base (Shoulder Backing)**, and no additional compensation will be allowed.

### **SP-25 REINFORCEMENT**

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these Special Provisions.

The State Department's mechanical splices pre-qualified list can be found at the following internet site:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)

The provisions of "Welding Quality Control" of these special provisions shall not apply to resistance butt welding.

Reinforcement shown on the plans to be galvanized shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing," of the Standard Specifications.

Full compensation for bar reinforcement, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Reinforcement, complete in place, as specified in the Standard Specifications and these Special Provisions shall be considered as included in the contract unit price paid for various items of work involved and no additional compensation will be allowed.

### **SP-26 MISCELLANEOUS FACILITIES**

This section shall conform to the provisions in Section 70, "Miscellaneous Drainage Facilities," of the Standard Specifications.

Full compensation for furnishing and installing Miscellaneous Facilities shall be considered as included in the contract unit price paid for the various facilities and no additional compensation will be allowed.

### **SP-27 MISCELLANEOUS CONCRETE CONSTRUCTION**

Minor concrete (curb) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these Special Provisions.

Concrete Driveway 6" PCC reconstruction or construction must comply with all requirements and provisions as indicated in SP-25 "Reinforcement."

The miscellaneous concrete construction, associated with this project, is very limited. For this purpose all concrete related labor, tools and materials have been combined into one bid item. Such items include, but not limited to:

Existing 6" Vertical Curb and Gutter Reconstruction;  
 Existing Concrete Sidewalk Reconstruction (4" PCC);  
 Reconstruct Existing Miscellaneous Concrete;  
 Existing Concrete Driveway Reconstruction (6" PCC);

### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with Miscellaneous Concrete Construction all in accordance with the project plans, Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the **Reconstruct Existing Concrete Improvements** and no additional compensation will be allowed.

### **SP-28 AS-BUILT DRAWINGS**

The Contractor shall maintain a neatly marked set of full-size as-built record drawings showing all changes to the plans. As-built record drawings shall reflect change orders, and modifications to all improvements constructed. Where necessary, supplemental drawings shall be prepared and submitted by the Contractor.

Prior to acceptance of the project, the Contractor shall deliver to the Engineer, one set of neatly marked as-built record drawings, including a scanned "PDF" file, showing the information required above. As-built record drawings shall be reviewed and the complete as-built record drawing set shall be current with all changes and deviations redlined as a precondition to the final progress payment approval and/or final acceptance. Submittal of acceptable As-built Drawings may be considered as a controlling operation of work.

### **Measurement & Payment**

The Contract lump sum price for **As-Built Drawings** shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with As-built Drawings and no additional compensation will be allowed.

### **SP-29 SANITARY SEWER**

#### **PARTIAL PAYMENT FOR MATERIALS ON HAND**

Note to Contractor, please refer to section SC-09, "Measurement and Payment," of Special Conditions for information regarding partial payment for various qualifying materials associated with the construction of these project improvements.

### **General:**

The contractor shall comply with Chapter 5, "Sanitary Sewer Design" of the City of Modesto Standard Specifications, except as modified or appended herein.

### **Submittals**

Prior to commencement of work, the Contractor shall submit all material data for, pipe, service wyes, cleanouts and couplings to the Engineer for review and acceptance.

### **Utility Locate Pothole**

Prior to construction, contractor to pothole existing utilities in proposed trench if sewer main has less than six feet of cover from top of pipe to bottom of finished grade. All underground utilities to be located, including services that cross the trench: one service on each end of the trench. Contractor to submit information to engineer of record that includes: type of utility, diameter of utility, material of utility, and horizontal and vertical position of existing utility.

### **Materials**

The Contractor shall comply with Section 5.03, "Materials," of the latest City of Modesto Standard Specifications.

Pipe and Bedding Material Type: The pipe type shall be Polyvinyl Chloride Pipe (PVC). The pipe bedding material shall be soil Class II (no filter fabric required) and/or must comply with the latest City of Modesto Standard Specifications for requirements regarding pipe and bedding material installation. **PVC pipe, SDR 26 for all mains and laterals**, per Section 5.03 of the 2014 City of Modesto Standard Specifications.

### **Installation**

The Contractor shall comply with Section 5.04, "Installation," of the latest City of Modesto Standard Specifications.

### **48" SANITARY SEWER MANHOLE**

Except for Trunk Manholes, all components associated with construction of sanitary sewer manholes shall be pre-cast.

### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with 48" Sanitary Sewer Manhole construction as specified in the plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **48" Sanitary Sewer Manhole** and no additional compensation will be allowed.

### **72" SANITARY SEWER MANHOLE (CAST-IN-PLACE)**

#### **Trunk Manhole Requirements**

Contractor shall refer to the latest City of Modesto Standard Specifications for trunk manhole requirements. All interior surfaces of the **cast-in-place** manhole sections for subtrunk and trunk manholes shall be lined with PVC or other approved liner per City Standards. Per City Standard Detail 502, manholes over 60 inches in diameter are considered to be trunk manholes. The base of the sanitary sewer manhole shall be Cast-in-Place in accordance with the standard detail 502 of the City of Modesto Standard Specifications.

### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with 72" Sanitary Sewer Manhole construction as specified in the plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **72" Sewer Manhole (Cast-in-Place)** and no additional compensation will be allowed.

#### **4" SEWER SERVICE (INCLUDES: CLEANOUT, WYE, PLUG AND CONNECTION TO MAIN)**

##### **Location of Proposed Sewer Clean-Outs**

In most cases, for design purposes, the design engineer identified (on improvement plans) locations of proposed sewer services at center of the property. However, during the construction, the Contractor shall coordinate with the Engineer and/or property owner to determine most practical location for the proposed sewer service clean out.

Contractor should note, the eventual intent is for the property owner is to connect their residence to the constructed sewer clean out. The existing residences use septic tanks for their sewer needs. Typically septic tanks are located in the back yard of the house. It will be the responsibility of the property owner to make private connection.

##### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with 4" Sewer Service construction as specified in the plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **4" Sewer Service (Includes: cleanout, wye, plug and connection to main)** and no additional compensation will be allowed.

#### **6" SEWER SERVICE (INCLUDES: CLEANOUT, WYE, PLUG AND CONNECTION TO MAIN)**

##### **Location of Proposed Sewer Clean-Outs**

In most cases, for design purposes, the design engineer identified (on improvement plans) locations of proposed sewer services at center of the property. However, during the construction, the Contractor shall coordinate with the Engineer and/or property owner to determine most practical location for the proposed sewer service clean out.

Contractor should note, the eventual intent is for the property owner is to connect their residence to the constructed sewer clean out. The existing residences use septic tanks for their sewer needs. Typically septic tanks are located in the back yard of the house. It will be the responsibility of the property owner to make private connection.

##### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with 6" Sewer Service construction as specified in the plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **6" Sewer Service (Includes: cleanout, wye, plug and connection to main)** and no additional compensation will be allowed.

**8" SEWER MAIN (PVC)**

Gravity sanitary sewer pipe shall conform to the provisions of the 2014 City of Modesto Standard Specifications Chapter 5, "Sanitary Sewer Design", the approved plans, and these Special Provisions.

**Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with 8" Sewer Main (PVC) construction as specified in the plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **8" Sewer Main (PVC)** and no additional compensation will be allowed.

**10" SEWER MAIN (PVC)**

Gravity sanitary sewer pipe shall conform to the provisions of the 2014 City of Modesto Standard Specifications Chapter 5, "Sanitary Sewer Design", the approved plans, and these Special Provisions.

**Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with 10" Sewer Main (PVC) construction as specified in the plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **10" Sewer Main (PVC)** and no additional compensation will be allowed.

**CONNECT TO EXISTING SEWER**

Contractor should note that the scope of work associated with this item includes about 4 connections, to existing sanitary sewer manholes, and about 3 connections to existing sanitary sewer pipe with construction of new manhole; for total of approximately 7 connections. The cost for this item does not include cost for providing new manholes; the cost for all new manholes is included under bid items titled *48" Sanitary Sewer Manhole* or *72" Sanitary Sewer Manhole (Cast-in-Place)*.

**Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with Connect to Existing Sewer construction as specified in the plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **Connect to Existing Sewer** and no additional compensation will be allowed.

**CONNECT TO EXISTING SEWER STUB OUT**

Contractor should note that the scope of work associated with this item includes about 5 connections to previously installed sewer pipe line along Kerr Ave. During the construction of pipeline along Kerr Ave, sewer stubs were provided to facilitate future connections.

**Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with Connect to Existing Sewer Stub Out construction as specified in the

plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **Connect to Existing Sewer Stub Out** and no additional compensation will be allowed.

#### **CCTV PIPELINE INSPECTION**

CCTV Pipeline Inspection shall comply with the requirements outlined in the latest edition of City of Modesto Standard Specifications.

The Contractor shall inspect all new pipelines and manholes with closed circuit television and furnish a PACP report and CD/DVD of the inspection, along with a hard copy report to the City/County at time of inspection. The Contractor shall give the City and County Engineer at least (2) working days' notice prior to performing the TV work so a city representative can verify the work.

The Contractor must provide a 1-1/2-inch camera target to judge the depth of trapped water.

The Contractor shall **clean** all lines of dirt and other debris, **clean** manholes, remove broken pipe, compact trench, raise manhole rims to grade, and pass the air test **prior** to television inspection. Areas adjacent to manholes shall be leveled and made accessible to the television trailer.

Defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe, infiltration points and debris in lines shall be corrected by the contractor at their expense. Low spot defects to be measured with appropriate sized target viewed clearly by CCTV camera. All information should be in digital format and to PACP NASCO standards.

#### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work involved with CCTV Pipeline Inspection all in accordance with the latest City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the **CCTV Pipeline Inspection** and no additional compensation will be allowed.

#### **CONFINED SPACES**

A confined space is defined as the interior of an enclosed area or structure with limited means of entry and exit, not designed for continuous occupancy or unfavorable natural ventilation.

Examples of confined spaces are as follows: tankers, tanks, sewers, vaults, pits, utility pipelines, manholes, silos, naturalization pits, drain pipes, etc.

The Contractor shall conform to the latest state and federal regulations regarding confined spaces. The work in confined spaces shall meet or exceed the following regulations:  
FED-OSHA Permit Required Confined Spaces, 29 CFR 1910.146.

#### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work involved with complying with the requirements for this section, all in accordance with the plans, Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed.

**SP-30 SEWER TRENCHING, BEDDING AND BACKFILL**

**General:** The Contractor shall comply with Chapter 8, “Utility, Excavation & Trench Section”, of the City of Modesto Standard Specifications, except as modified or appended herein.

**Submittals:** Prior to commencement of work, the Contractor shall submit material data for backfill materials, controlled density fill, aggregate base, and asphalt mix designs for acceptance.

**Disposal of Materials:** Excavated materials: roots, pipe, asphalt concrete, etc. shall be hauled off-site the day they are excavated and disposed of off-site. Excavated materials shall not be piled at or near trenches, sidewalks, curb and gutters, driveways, etc. or other excavated areas. The intent is to keep the work zone clear of construction material thereby minimizing disruption to traffic. All excess excavated material becomes the property of the Contractor and must be disposed of by the Contractor at an approved location.

**Bedding**

The pipe bedding material shall comply with the latest City of Modesto Standard Specifications for requirements regarding pipe and bedding material installation.

Bedding shall be defined as that material supporting, surrounding and extending to at least one foot above the top of the pipe. Where it becomes necessary to remove boulders or other interfering objects at subgrade for bedding, any void below such subgrade shall be filled with the bedding material designated on the Project Plans. Excavation at bells shall be provided so that the pipe is uniformly supported along its length.

The Contractor shall comply with Section 8.04E3, “Bedding”, of the City of Modesto Standard Specifications, except as modified or appended herein.

The bottom of the trench shall be proof rolled and compacted prior to placement of bedding zone material.

**The bedding zone material shall be crushed rock.** Quarry waste is not acceptable bedding zone material.

For Plastic Pipe:

Bedding material shall consist of ASTM D2321 Crushed Rock & Soil Group:  
Soil Class II

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2”	100
#4	0-50
#200	0-5

**Filter fabric will not be required around the bedding on this project.  
The use of pea gravel as bedding will NOT be allowed.**

Bedding Material shall first be placed on a firm and unyielding subgrade so that the pipe is supported for the full length of the barrel. There shall be a minimum of 4 inches of bedding below the pipe barrel or projecting bell whichever is lowest. Haunching of the bedding around pipe shall be done by hand to provide the maximum performance. Bedding material shall be placed, and densified by mechanical means in lifts not exceeding 6 inches to an elevation of 1 foot over the top of the pipe. Bedding material shall be compacted to 90 percent relative compaction. Jetting of the bedding material will not be allowed. Unless the sheeting and shoring is to be cut off and left in place, densification of bedding for pipe shall be

accomplished after the sheeting or shoring has been removed from the bedding zone, and prior to the placement of backfill. The bedding material and its proper placement are the most important factors affecting the performance (side support) of the pipe.

If soft, spongy, unstable, or other similar material is encountered upon which the bedding material is to be placed, this unsuitable material shall be removed to a depth ordered by the City Engineer and replaced with bedding material of suitable density.

Written certification, by a certified geotechnical laboratory, shall be submitted showing that the bedding material meets the requirements herein prior to the placement.

**The intent is to consolidate crushed rock adjacent to the outside of the pipe for support and to reduce voids in the crushed rock.**

#### **Backfill**

The Contractor shall comply with Section 8.04E4, "Backfill", of the latest City of Modesto Standard Specifications, except as modified or appended herein.

Trenches shall not be left open farther than 100 feet in advance of pipe laying operations or 100 feet to the rear thereof.

Initial Backfill shall be placed to protect the pipe from dropping of large rocks, large mechanical compaction equipment or other impact loads that may occur during final backfill.

Backfill material shall be compacted to 95% relative compaction.

**The use of pea gravel as backfill will NOT be allowed.**

#### **Measurement & Payment**

Full compensation for Sewer Trenching Bedding and Backfill, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing pipe, complete in place, as specified in the Standard Specifications and these Special Provisions shall be considered as included in the contract unit price paid for various items of work involved and no additional compensation will be allowed.

#### **SP-31 BRACING EXCAVATIONS**

The Contractor shall comply with Chapter 8.04 D, "Bracing Excavations" of the City of Modesto Standard Specifications 2014, General Provisions Section 7.01 "Laws to be observed" and Section 7.12, "Public Convenience and Safety", of the City of Modesto Standard Specifications 2014 General Provisions except as modified or appended herein.

The Contractor shall utilize shoring methods as necessary to prevent undermining of adjacent roadway, sidewalk, fences, utilities, substructures, and structures.

#### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for Bracing Excavations as specified in the plans, City of Modesto Standard Specifications, these Special Provisions, and as directed by the Engineer will be considered as included in the contract price for **Shoring, Bracing and Sheeting** and no additional compensation will be allowed.



## **SP-32 PROJECT SIGNAGE**

**State Water Resources Control Board Disclosure:** The Contractor shall include the following disclosure statement in any document, written report, or brochure:

*“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”*

### **Project Signage Requirements**

All signs shall be located near major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. For **Proposition 1** and the **State Water Resources Control Board** project signage and logos, the Contractor shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾” thick exterior grade plywood or other approved material in a prominent location on the project site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):

*“Funding for this \$8 million Airport Neighborhood Sewer Improvement project has been provided in full or in part by the Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board.”*

The sign shall be prepared in a professional manner. The above disclosure statement and logo for Proposition 1 and State Water Resources Control Board shall be displayed more prominently than the logo for the Stanislaus County and City of Modesto.

### **PROPOSITION 1 LOGO**

# PROP 1



GOVERNOR EDMUND G. BROWN, JR.  
**WATER BOND 2014**  
RELIABILITY | RESTORATION | RESILIENCE

STATE WATER RESOURCES CONTROL BOARD LOGO



“FUNDING FOR THIS \$8 MILLION AIRPORT NEIGHBORHOOD SEWER IMPROVEMENT PROJECT HAS BEEN PROVIDED IN FULL OR IN PART BY THE PROPOSITION 1 – THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 THROUGH AN AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD.”

STANISLAUS COUNTY AND CITY OF MODESTO LOGO



Stanislaus County and City of Modesto logos to be ½ the size of the Water Board logo

**Measurement & Payment**

Full compensation for fabricating, installing and maintain Project Signage, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as specified in the Standard Specifications and these Special Provisions shall be considered as included in the contract unit price paid for various items of work involved and no additional compensation will be allowed.

Full compensation for fabricating, installing and maintain Project Signage, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer will be considered as included in the contract price for **Project Signage** and no additional compensation will be allowed.

### SP-33 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract item: Asphalt Concrete

The compensation payable for paving asphalt used in asphalt concrete will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent ( $I_u/I_b$  is greater than 1.0 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete is included in a monthly estimate:

- A. Total monthly adjustment =  $AQ$
- B. For an increase in paving asphalt price index exceeding 10 percent:  $A = 0.90(I_u/I_b - 1.10)I_b$
- C. For a decrease in paving asphalt price index exceeding 10 percent:  $A = 0.90(I_u/I_b - 0.90)I_b$
- D. Where:
  - $A$  = Adjustment in dollars per Ton of paving asphalt used to produce asphalt concrete rounded to the nearest \$0.01.
  - $I_u$  = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
  - $I_b$  = The California Statewide Paving Asphalt Index for the month in which the bid opening for the project occurred.
  - $Q$  = Quantity in Tons of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustment provided herein will be shown separately on payment estimates. The contractor shall be liable to the County for decreased compensation adjustments and the County may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustment made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Caltrans Office Engineer using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway

Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the district will determine an index from the remaining posted prices. The District reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at: [http://www.dot.ca.gov/hq/esc/oe/asphalt\\_index/astable.html](http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html)

### **SP-34 GUARD RAIL TYPE (A77A2)**

The Contractor shall comply with State of California Standard Plan A77A2.

### **Measurement & Payment**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for Guard Rail as specified in the plans, State Standard Plans, these Special Provisions, and as directed by the Engineer will be considered as included in the contract price for **Guard Rail (Type A77A2)** and no additional compensation will be allowed.

## ATTACHMENT A

### Pre-Qualified and Tested Signing and Delineation Materials

The Department maintains the following list of Pre-qualified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Pre-qualified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Pre-qualified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included in the list of Pre-qualified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included in the list of Pre-qualified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Pre-qualified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests.

Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

#### **Pavement Markers, Permanent Type**

##### Retroreflective With Abrasion Resistant Surface (ARS)

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

##### Retroreflective With Abrasion Resistant Surface (ARS) (for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
  2. Ennis Paint, Model 944SB (2" x 4")\*
  3. Ray-O-Lite, Model 2002 (2" x 4.6")
  4. Ray-O-Lite, Model 2004 (2" x 4")\*
- \*For use only in 4.5 inch wide (older) recessed slots

##### Non-Reflective, 4-inch Round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene

8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

### **Pavement Markers, Temporary Type**

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

### **Striping and Pavement Marking Material**

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series 780
8. 3M Series A145, Removable Black Line Mask (Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line" (Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape (Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140 (Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

**Class 1 Delineators**

## One Piece Driveable Flexible Type, 66-inch

1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

## Special Use Type, 66-inch

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS) \
10. Shur-Tite Products, Shur-Flex Drivable \

## Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484-\
7. Safe-Hit, SH 248 SMR \

**Channelizers**

## Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

## Lane Separation System

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"



2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb

**Conical Delineators, 42-inch (For 28-inch Traffic Cones, see Standard Specifications)**

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

**Object Markers**

Type "K", 18-inch

1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

Type "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"

**Concrete Barrier Markers and Temporary Railing (Type K) Reflectors**

Impactable Type

1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

**Metal Beam Guard Rail Post Markers (For use to the left of traffic)**

1. Pexco LLC, "Mini" (3" x 10"), I-Flex
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

**Concrete Barrier Delineators, 16-inch (For use to the right of traffic)**

1. Pexco LLC, Model PCBM T-16,
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

**Concrete Barrier-Mounted Mini-Drum (10" x 14" x 22")**

1. Stinson Equipment Company "SaddleMarker"

**Guard Railing Delineator (Place top of reflective element at 48 inches above plane of roadway)**

Wood Post Type, 27-inch

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount

Barrier, Guardrail Visibility Enhancement

1. UltraGuard Safety System, Potters Industries, Inc.

Steel Post Type

1. Carsonite, Model CFGR-327

**Retroreflective Sheeting**

Channelizers, Barrier Markers, and Delineators

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

Drums

1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, W-2100 Series

Vertical Clearance Signs: Structure Mounted

1. M Model 4061, Diamond Grade DG3, Fluorescent Yellow

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange

5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)

1. 3M Diamond Grade, DG3, Series 4000
2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange

### **Specialty Signs**

1. Eflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

### **Alternative Sign Substrates**

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Intoplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)

**ATTACHMENT “B”**

**STANISLAUS COUNTY  
CONSTRUCTION SURVEYS**

<u>Section</u>		<u>Page</u>
<b>1</b>	<b>General.....</b>	<b>1</b>
<b>2</b>	<b>Policy .....</b>	<b>1</b>
	2.1 Responsibilities .....	2
	2.2 Surveys.....	2
	2.3 Resident Engineer (RE) .....	4
	2.4 Structure Representative .....	4
	2.5 Contractor .....	5
	2.6 Project Engineer.....	5
<b>3</b>	<b>Request for Construction Staking.....</b>	<b>6</b>
<b>4</b>	<b>Request for Construction Staking Form SC-3013 .....</b>	<b>7</b>
	4.1 Contractor .....	7
	4.2 Resident Engineer .....	7
	4.3 Surveys.....	8
<b>5</b>	<b>Restaking .....</b>	<b>8</b>
<b>6</b>	<b>Alternatives to Normal Staking.....</b>	<b>10</b>
<b>7.</b>	<b>Automated Machine Guidance (AMG).....</b>	<b>10</b>
	7.1 Supplemental Project Control.....	10
	7.2 Suggested Best Practices for Surveys Include.....	11
<b>8.</b>	<b>Office Preparation &amp; Preconstruction Conference .....</b>	<b>11</b>
	8.1 Office Preparation.....	11
	8.2 Preconstruction Conference .....	12
<b>9.</b>	<b>Stake Tolerances &amp; Field Notes.....</b>	<b>13</b>
	9.1 Tolerances.....	13
	9.2 Field Notes.....	13
<b>10.</b>	<b>Stake Types and Markings.....</b>	<b>13</b>
<b>11.</b>	<b>Typical Construction Stakes .....</b>	<b>14</b>
	11.1 Clearing Stakes .....	14
	11.2 Rough Grade Stakes.....	14
	11.3 Final Grade Stakes .....	15
	11.4 Staged Construction.....	15
	11.5 Drainage Stakes .....	15
	11.6 Curb Stakes .....	16
	11.7 Major Structure Stakes – Ground .....	17
	11.8 Major Structure Stakes – Superstructure .....	17
	11.9 Miscellaneous .....	18

**DEFINITIONS AND TERMS**

<b>Contractor</b>	<b>Any person or persons, firm, partnership, corporation or a combination thereof who have entered into a contract with any person, corporation, company, special district, the County of Stanislaus as a party or parties of the second part, or his or their legal representatives, for the construction of any capital improvement within the County of Stanislaus.</b>
<b>Department</b>	<b>Department of Public Works, Stanislaus County or authorized representative</b>
<b>Project Engineer</b>	<b>An authorized representative of the Resident Engineer.</b>
<b>Resident Engineer (RE)</b>	<b>Engineer responsible for the contract administration.</b>
<b>Structure Representative</b>	<b>The Resident Engineer's representative responsible for the satisfactory completion of structures on an improvement project.</b>
<b>Surveys</b>	<b>The Resident Engineer's representative authorized to perform the construction surveys as described in this manual.</b>

## **1. GENERAL**

The Department is responsible for providing construction surveys to establish “control stakes”, also known as “grade stakes” for basic line and grade for project construction unless the contract specifies otherwise. From these control stakes the Contractor sets, when needed, supplemental “working stakes.” The control stakes are also used by the Resident Engineer (RE) or the Structure Representative to check the work for contract compliance.

These survey provisions provide policy, procedures and general information regarding Department-furnished construction stakes—the types of stakes furnished, and their density, placement, and markings. These procedures are subject to requirements in Contract specifications, Contract Change Orders (CCOs), or other provisions approved by the RE.

## **2. POLICY**

The Department’s basic policy regarding Department-furnished construction stakes, as defined by this document is to provide the necessary control stakes to establish the lines and grades required for the completion of the work.

Working stakes used by the Contractor in actually performing the work are the Contractor’s responsibility and are to be set by the Contractor’s forces based on Department-furnished control stakes. Methods used to establish working stakes are at the Contractor’s option. These methods may include any means capable of maintaining the necessary tolerances as required by this manual and/or by the RE. Except for any contractual restrictions, the Contractor has the right to employ reasonable means and methods to execute the work on a project, including the use of Automated Machine Guidance (AMG) equipment.

The density of control stakes, as defined by this manual, will not be increased. When conditions and tolerances for the type of work involved permit, fewer construction stakes will be set, as determined by the RE.

### Examples are:

1. Only one set of control stakes describing the final grade may be set to complete a roadway involving minor grading;
2. One set of stakes may be used for both final grade stakes and for curb stakes;
3. Existing pavement may be used to control contiguous widening work, instead of final grade stakes;
4. Control stakes may be set at larger intervals when Automated Machine Guidance (AMG) is used.

Nothing contained in this manual is to be construed to limit the surveyors’ basic responsibilities related to land surveying work as contained in the Professional Land Surveyor’s Act.

## 2.1 Responsibilities

The responsibilities described in this section pertain to construction surveys. To be fully successful, all parties must act in concert. Each must cooperate to ensure a good working relationship.

Business and Professions Code section 8726(e) provides that a land surveyor has legal authority to:

*“By the use of the principles of land surveying determines the position for any monument or reference point which marks a property line, boundary, or corner, or sets, resets, or replaces any monument or reference point.”*

All reference points necessary to allow the setting of control stakes will be set by Surveys. All monuments that mark a property line, boundary line, or corner must be set, replaced, or referenced under the responsible charge of a licensed land surveyor per section 8771 (b) of the Land Surveyor’s Act.

Construction stakes must be set under the responsible charge of a licensed land surveyor or civil engineer. Stakes set that are referenced to California Coordinate System (CSS) coordinates must be set under the responsible charge a person authorized to practice land surveying in the State of California.

## 2.2 Surveys

Construction staking is the responsibility of Surveys. The construction surveys will be performed in cooperation with the Resident Engineer and the Structure Representative.

### The following are the responsibilities of Surveys:

1. Reviews site conditions for survey party safety.
2. Ensures conformity with this Manual.
3. Provides horizontal and vertical project control monuments and a project control diagram.
4. Performs construction staking in numeric order as shown on the “Request for Construction Staking” form unless otherwise directed by the RE.
5. Performs construction staking prior to contract award, as determined necessary by the Project Engineer and/or Resident Engineer.
6. Begins staking within 2 working days of receipt of a completed Request for Construction Staking form from the Resident Engineer.
7. Not perform any construction staking without a request signed by the Resident Engineer.
8. Determine that the area is prepared for staking and notify the Resident Engineer if it is not.
9. Set the construction stakes in the order and location requested, noting any changes on the field notes.



10. Complete form (SC-3013), indicating the date(s) that the staking started and was completed, and listing the total surveys crew hours needed to complete any stakes or reset stakes.
11. Sign, date and return completed form with a copy of the field notes for all worked performed to the RE within 2 working days of date staking was completed.
12. Surveyor shall not act upon any staking request that may involve restaking unless a reset is marked by the Contractor or approved by the RE.
13. Surveyor shall notify the RE immediately of any discrepancy with regards to whether a staking request involves restaking.
14. Attends the pre-construction meeting with the Resident Engineer, Contractor and Structure Representative to discuss project control, amount of construction stakes, and any AMG details before construction starts.
15. Performs all Department-furnished construction staking that requires the use of a survey party.
16. Determines the methods and procedures to accomplish the Department-furnished construction staking.
17. Checks data furnished by the Project Engineer for completeness and discrepancies.
18. Checks the conformity of planned lines and grades with existing conditions at pavement "conforms", curb and gutter joints, inlets and outlets of drainage facilities, etc.; advises the Resident Engineer of any problems; makes minor adjustments to lines and grades under the direction of the Resident Engineer.
19. Advises the Resident Engineer of any discovered design issues regarding lines and grades, and records the issues in daily survey party reports.
20. Keeps the Resident Engineer informed of pertinent construction staking issues; accepts construction staking requests only from the Resident Engineer; and keeps adequate records of Department-furnished construction staking efforts (work accomplished, dates, time and resources required, survey data and restaking).
21. Preserves, references, or replaces all survey monuments according to Section 8771 of the Business and Professions Code.
22. Verifies that all staking is clearly written and readily visible.
23. Communicates with the Structure Representative on the availability of safety-related protection equipment for work on superstructures.
24. When the Contractor is using AMG for construction, Surveys will:
  - a. Verify survey control and provide the RE with coordinates and elevation for the local control calibration points to ensure datum consistency.
  - b. Review the written calibration report provided by the Contractor using Global Navigation Satellite Systems (GNSS) technology. If the report is rejected, Surveys will confer with the RE and Contractor as soon as practical to resolve any problems.
  - c. Set additional control to assist the RE staff in checking and inspection of project.

### **2.3 Resident Engineer (RE)**

The Resident Engineer (RE) is responsible for the satisfactory administration and completion of the project, including the coordination of construction surveys in cooperation with Surveys and the Structure Representative.

The following are the responsibilities of the RE:

1. At the preconstruction meeting or other times, explains to the Contractor with the assistance of Surveys (i) the Department-furnished construction staking procedures as detailed in this manual; (ii) the procedures and contract requirements for requesting Department-furnished construction staking; (iii) the contract requirements regarding preservation of Department-furnished stakes, and (iv) staking furnished when AMG is used.
2. Coordinates priorities and schedules for all requests for Department-furnished construction stakes.
3. Verifies that the Contractor's request for Department-furnished construction stakes are acceptable.
4. Works with the Project Engineer and Surveys to deliver needed electronic design files to the Contractor for use with AMG.
5. Checks the final construction lines and grades against Department-furnished stakes to verify that the work was performed at the proper line and grade.
6. Determines when restaking costs are to be assessed to the Contractor and coordinates with Surveys.
7. Resolves design issues regarding lines and grades; and checks/approves line and grade adjustments made by Surveys.
8. Settles disputes regarding staking priorities and schedules.

### **2.4 Structure Representative**

The Structure Representative is responsible for the satisfactory completion of structures on an improvement project. The Structure Representative will also ensure that Surveys is apprised of all Structures-specific project safety issues and that Surveys be apprised in a timely manner of situations that would affect construction survey operations for a structure.

The following are the responsibility of the Structure Representative:

1. Confers with Surveys regarding the need for Surveys support for the structures on a project and coordinates the assignment of resources for the requested support from Surveys.
2. Coordinates with Surveys regarding any special job-specific safety training that may be required to perform a construction survey for a structure (i.e. fall protection, confined spaces, water safety, railroad safety training).
3. Establishes with Surveys a communications protocol to be used for the life of the project when requesting Surveys support.
4. Verifies that the Contractor's requests for Department-furnished construction stakes for structures are acceptable.

5. Interprets and translates all requests for construction stakes for a structure to stations and offsets that are referenced to a horizontal alignment shown on the contract plans.
6. Recommends to the RE when the Contractor is to be assessed re-staking costs associated with structures.
7. Establishes the priorities and schedules for requests for construction staking for structures with the RE and Surveys.

## **2.5 Contractor**

### The following are the responsibilities of the Contractor:

1. Discusses scheduling of staking needs for Contractor operations and time estimates of staking operations with the RE and Surveys at the pre-construction conference and throughout the project.
2. Makes only one (1) staking request per form and numbers the forms in numerical order, i.e. 1, 2, 3, etc. (Note: Construction staking will be performed in numeric order unless otherwise directed by the RE.)
3. Requests Department-furnished construction stakes a minimum of three (3) full working days in advance of starting an operation that will use the stakes. Include estimated time to perform staking operations in addition to three (3) full working days notice when determining the start of specific construction operations.
4. Submits a suitable Construction Survey Request (Form SC-3013) for Department-furnished construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within 5 days of staking.
5. Coordinates construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in a safe and expeditious manner.
6. Submits all requests for Department-furnished construction stakes to the RE for approval.
7. Preserves Department-furnished construction stakes, including those requested by the RE.
8. Sets working stakes (i.e., "Bluetops") as required to complete the work.
9. Reports suspect staking or design issues immediately to the RE.
10. If using AMG, develops the needed electronic files and provides copies to the RE. If any design issues are discovered while creating the files, the RE will be notified promptly so a resolution can be determined.
11. If using AMG, utilizes and constrains to the provided local survey control points.

## **2.6 Project Engineer**

The project Engineer will provide all files requested by Surveys as needed. The following information is a partial list of the typical delivery in the Survey file:

1. Final contract plans and annotated roadway cross-sections.
2. Control diagram and coordinate list for the control used to design the project.
3. All roadway alignments including main lines, ramps, branch connections, frontage roads, and detours.
4. Roadway slope stake listings (one or two stations per page), for all roadway and detour alignments.
5. Drainage cross-sections, alignments with station/offset and coordinates for angle points, end points, curve data, and structure locations with station/offset and coordinates to the centerline point at the flow line.
6. All profiles including roadway, curb and gutter, ditch, and channel.
7. All lay-out lines including ditches, channels, retaining walls, sound walls and benches, with station/offset and coordinates for angle points, end points and curve data.
8. Taper, transition curve, super elevation diagrams, and flare locations, including sufficient data to precisely define beginning and ending locations and elevations, radius points, offsets, and parabolic curve base line distances.
9. Data for structures including abutment and wing wall lay-out lines, abutment fills, and pier alignments.

**Note:** All design data will be delivered to Surveys in both digital and hard copy Format.

### **3. REQUESTS FOR CONSTRUCTION STAKING**

The Contractor is required to provide a written request for Department-furnished construction stakes to the Resident Engineer (RE). To facilitate the Contractor's written request and to ensure that all necessary information is included in the request, the RE will furnish the Contractor with a supply of Form SC-3013, "Request for Construction Staking," for this use. Requests for stakes will only be accepted by Surveys from the RE.

Prior to contract award, requests for construction surveys originate from the Project Engineer or RE. After contract award, most requests will be initiated by the Contractor. Exceptions include control surveys, monument staking, surveys for design information, and surveys to determine pay quantities.

When the Contractor requires construction stakes, the Contractor will notify the RE of his requirements, in writing, on form SC-3013, three (3) full working days in advance of starting operations that require the stakes. Surveys begins staking within two (2) full working days of receipt of a completed Request for Construction Staking form from the RE. Some requests for stakes will require more time to complete, thus requiring the Contractor to allow for staking time in addition to the three (3) full working days in advance of operations that will use the stakes. The Contractor, RE, and Surveys will discuss staking time estimates.

If the area or facility is not prepared satisfactorily for the stakes, as determined by the RE, the staking request will be voided by the RE and the Contractor must submit a

new Request for Construction Staking form when the area or facility has been properly prepared. If a survey party has been mobilized to an area that is not ready for stakes, the RE may charge the Contractor with restaking charges for the survey party's time.

After receiving form SC-3013 from the RE, Surveys schedules the work. To facilitate scheduling, requests will include calendar dates to indicate when the stakes are needed and all requests should be specific as to area and types of stakes to be set. If a request includes more stakes than the advance notice gives time to prepare for, it should be returned to the RE for a discussion on scheduling with the Contractor.

#### **4. REQUEST FOR CONSTRUCTION STAKING FORM SC-3013**

All staking requests must be submitted on Form SC-3013.

##### **4.1 Contractor**

The Contractor will fill out the following sections of the form:

1. Project information (if not pre-printed).
2. Type of Staking: slope stakes, curb stakes, drainage, etc.
3. Stakes are either Original or Reset.
4. Location: alignment, beginning and ending stations, drainage structures, etc.
5. Date: The Contractor will indicate the date that the site will be ready for stakes, and when the Contractor intends to begin work using the stakes.
6. In the Comments section, Contractor will indicate requested offsets for the reference points, and any other relevant instructions.
7. Contractor's signature and date of request.

##### **4.2 Resident Engineer**

The RE will review the form as follows:

1. Verify that the request date and date that the stakes will be used allow enough days for Surveys to complete the work.
2. Verify that stakes listed as "Original" are not "Reset".
3. Checks that the designated areas are ready for work.
4. In consultation with Surveys, determines that the staking request allows time for Surveys to complete the work in the time requested. If there is a scheduling issue, the RE will hold a meeting with the Contractor and Surveys to resolve the issue.
5. If the RE determines that the Request is not complete due to the failure to complete (1) through (3) above, the RE will return the request to the Contractor.
6. When the RE determines that the request is acceptable, the RE will sign and date the form and forward it to Surveys.
7. If the request is for restaking, the RE will review the time actually charged by Surveys, calculate the costs, determine if the restaking costs are to be charged to the Contractor, and sign the determination.



### 4.3 Surveys

Surveys will review the form as follows:

1. Verify that the request date and date that the stakes will be used allow for the minimum two (2) full working days for Surveys to complete the work.
2. Verify that stakes listed as "Original" are not "Reset".
3. Checks that the designated areas are ready for work.
4. In consultation with RE, determines that the staking request allows time for Surveys to complete the work in the time requested. If there is a scheduling issue, the RE will hold a meeting with the Contractor and Surveys to resolve the issue.

Surveys will fill out the following sections of the form:

1. Date: Surveys will indicate the date staking began and the date staking was completed.
2. Indicate whether or not the staking is a reset.
3. Indicate the name and equipment number of each person and equipment respectively that was onsite working. (Note: equipment refers to vehicles or construction equipment used, not survey instruments.)
4. Description of labor and equipment, i.e. Labor Classification for personal.
5. Hours spent onsite working for each person and equipment.
6. Was time spent on reset, yes or no.
7. Date personnel and equipment were onsite working.
8. Sign and date and return completed form with a copy of the field notes for all worked performed to the RE within 2 working days of date staking was completed.

### 5. RESTAKING

The Contractor shall preserve stakes and marks placed by the Department. If the stakes or marks are destroyed, the Department replaces them at the Department's earliest convenience and deducts the cost from the Contractor.

Surveys will keep an accurate record of time required to complete restaking and report to the Resident Engineer and the Structure Representative any restaking that is done on form SC-3013. The RE is responsible for determining if charges for restaking will be made.

STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS  
**REQUEST FOR CONSTRUCTION STAKING**

SC-3013 (ORIGINAL 8/15)

Staking Request Number: \_\_\_\_\_

PROJECT:				CONTRACT NUMBER:				
CONTRACTOR				SURVEYS				
TYPE OF STAKING	STAKES ARE		LOCATION LINE, STATION TO STATION, LANE, SIDE, ETC.	DATE		DATE		STAKES ARE RESET YES/NO (SEE NOTE)
	ORIG	RESET		AREA WILL BE READY FOR STAKES	STAKES WILL BE USED	BEGAN STAKING	COMPLETED STAKING	

- NOTES:**
- 1) Surveyor shall not act upon any staking request that may involve restaking unless a RESET is marked by the Contractor or approved by the RE.
  - 2) Surveyor shall notify the RE immediately of any discrepancy with regards to whether a staking request involves restaking.
  - 3) Surveyor shall sign, date and return completed form with a copy of the field notes for all work performed to the RE within 2 working days of date staking was completed.

REQUESTED BY (Contractor's Rep)		Date	SURVEYS				
RECEIVED BY (Resident Engineer)		Date	NAME OR EQUIPMENT NUMBER	DESCRIPTION EQUIPMENT OR LABOR	HOURS	RESET YES/NO	DATE
SUBMITTED TO SURVEYOR BY (Resident Engineer)		Date					
COMMENTS:							
			Signature (Surveyor's Rep)				Date

## **6. ALTERNATIVES TO NORMAL STAKING**

As determined by the Resident Engineer in cooperation with Surveys, additional Department-furnished construction stakes will be provided for areas of staged construction, as necessary, to provide control for the lines and grades.

Department-furnished construction stakes will be provided for facilities not covered by this document to control lines and grades, as determined necessary by the RE and the Structure Representative in cooperation with Surveys.

In cooperation with the RE, the Structure Representative, and the Contractor, alternate Department-furnished construction stakes (stake density, placement, and markings) will be considered to facilitate the Contractor's construction methods.

For reconstruction and rehabilitation work, other Department-furnished construction stakes might be requested when the stakes described by this document are impractical, as determined by the RE in cooperation with Surveys. For example, reference marks with a stationing identification might be painted on existing pavement and a hardcopy listing provided to the Contractor of elevations, distances, or cuts/fills as appropriate.

## **7. AUTOMATED MACHINE GUIDANCE (AMG)**

Automated Machine Guidance (AMG) technology uses positioning devices, alone or in combination, such as the Global Navigation Satellite System (GNSS), Total Stations, and/or rotating laser levels to determine the real time X, Y, and Z position of construction equipment and compare that position against a 3D Digital Design Model (DDM) stored in an onboard computer. A computer display shows the operator or grade checker several perspectives and delta values of their position compared to the design surface. This technology has the potential to increase the Contractor's efficiency, increase the Contractor's productivity, reduce the number of survey stakes required, and reduce construction working days.

### **7.1 Supplemental Project Control**

AMG may require a higher density of control monuments than needed for conventional methods. Setting additional monuments for machine guidance is part of construction staking. The Contractor must utilize and constrain to the provided project survey control points for the Digital Terrain Model (DTM), DDM, and construction equipment locations to match.

GNSS satellite signals can be subject to interference from canyons, buildings, trees or even fencing. Additional monuments will be set when needed for adequate site coverage. Not all locations are suitable for AMG techniques, and it is the Contractor's responsibility to determine if the site conditions are practical for AMG.



Surveys involvement in projects using AMG technology can vary from project to project, but in general may include the following:

1. Report any issues to the Project Engineer and the RE.
2. Assist the Project Engineer with data format conversion as expertise permits.
3. Recover, verify, and evaluate project survey control used to develop the existing ground surface for consistency and create a site calibration prior to construction.
4. Perform terrain checks to identify any changes from earlier mapping.
5. Establish supplemental project control as needed for AMG operations.
6. Meet with the RE and the Contractor to discuss control, calibration, and staking.
7. Provide the Contractor with the latest control points. Provide the RE and Contractor with coordinates and elevation for the local survey control calibration points to ensure project consistency.
8. Review the Contractor's calibration report and compare with the Department's calibration.
9. Assist the RE with inspection of line and grade in areas without conventional staking. Surveys may assist the RE with project inspection using survey equipment, the project model, and survey control if so resourced and requested.
10. Surveys will set additional control to assist the RE staff in checking and inspection of project.
11. Deliver the files necessary to the RE in order for the RE to evaluate work completed by AMG methods.
12. Act as an advisor to the RE as requested on GNSS and AMG issues.

## **7.2 Suggested Best practices for Surveys include:**

Set conventional slope stakes at all "conform" stations, beginning and end of curves, and begin and end of transitions to aid with inspections. Set stakes as requested by the RE for inspection purposes.

Set other construction stakes as necessary. The use of AMG will not eliminate the need for the staking of structures, drainage, utilities, etc.

## **8. OFFICE PREPARATION & PRECONSTRUCTION CONFERENCE**

### **8.1 Office Preparation**

Surveys is responsible for confirming that data obtained from the Project Engineer is both complete and suitable. Missing data, conflicts and uncertainties must be reported to the Project Engineer and/or the Resident Engineer as appropriate. Surveys should not revise design data without the approval of the Project Engineer and/or the RE.

Surveys should develop a strong partnership with the Project Engineer to ensure that all information needed by Surveys is provided in a ready-to-use format. Duplication of efforts by the Project Engineer and Surveys must be avoided.

Whenever practical, the Surveys office prepares the information for staking, called the staking package. The staking package should include all information required to efficiently stake the project. Generally, a construction survey effort should not begin without a completed staking package produced in an office environment where efficient, appropriate data processing capability is available. Use of survey party time to prepare the package should be minimized.

## **8.2 Preconstruction Conference**

**Resident Engineer/Surveys:** Surveys will have a preconstruction meeting with the RE. Any Party Chief(s) permanently assigned to a project should attend this meeting. This meeting will occur soon after the RE is assigned. The purpose of this meeting is to establish a working relationship between the RE and Surveys and to review the anticipated survey work, including tentative schedules and project-specific safety issues. Anticipated survey requests prior to contract award should also be discussed.

**Resident Engineer/Contractor:** Surveys will attend the pre-construction meeting between the RE and the Contractor. The RE will provide the Contractor with a copy of this Manual and explain that, along with the Standard Specifications, it represents the Department's procedures concerning Department-furnished construction stakes. Surveys should be ready to describe the types, density, placement and marking of stakes. The RE will explain the construction staking request process, including the Contractor's responsibilities of coordinating construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in a safe and expeditious manner. Calibration and control issues must be discussed on AMG projects. The need for preserving stakes and the restaking process should also be discussed.

**Structure Representative/Surveys:** Surveys will have a preconstruction meeting with the RE and the Structure Representative on projects that have structures. This meeting should occur soon after the Structure Representative is assigned. The purpose of this meeting is to establish a working relationship between the Structure Representative and Surveys and to review the anticipated survey work, including tentative schedules. Anticipated survey requests prior to contract award should also be discussed. This meeting may occur in conjunction with the Preconstruction Conference between the RE and Surveys.

## **9. STAKE TOLERANCES & FIELD NOTES**

### **9.1 Tolerances**

Tolerances stated for each type of control stake in this chapter indicates the acceptable deviation of the position of each reference point from its computed position relative to the given alignment and grade. When the stake is positioned within its tolerances, it is deemed "good." Staked positions are generally checked using electronic stakeout reports and, if within tolerances, the staked position is accepted. For precise measurements such as structures, reference points may also have an accuracy relative to each other.

#### Horizontal Control

The head of a nominal 1"x1" wooden ginnie is 0.06' square. A point set to a tolerance of 0.03' will fall on the head of the ginnie, and is considered within tolerance. The same is true for most metal spikes. If larger ground stakes are used, tacks or punch marks will be set to achieve the required tolerance for a given reference point. All rough grade stakes shall be set within 1.0' foot of calculated positions. All other stakes shall be set to the 0.03' tolerance as described above.

#### Vertical Control

All rough grade elevations shall be marked to the nearest 0.10' (tenth) of a foot. All other grade stakes shall be set within 0.02' foot vertically of calculated position.

### **9.2 Field Notes**

Construction survey field notes in the form of electronic stakeout reports, stakeout listings with actual staked positions noted, or other suitable forms, will be filed with the Resident Engineer upon completion of the survey. The RE will provide copies to the Contractor upon request.

## **10. STAKE TYPES AND MARKINGS**

The stake marking shall be an agreed upon format from the RE, General Contractor and Surveys.

Distances and cuts/fills are measured from the reference point for the stake to the point (feature) being staked (referenced, located). For most staking, the reference point for measurements is the ground stake. The elevation markings are for the top of the reference point. Examples of ground stakes are (a) small wooden hub (ginnie) in front of the marker/reference stake, (b) a wooden hub and tack in front of the marker/reference stake, (c) a spike driven in front of the marker stake, (d) a concrete nail in AC pavement (e) a scribed "X" on PCC pavement, or (f) the marker stake itself, depending on the precision required and field conditions (typically for fencing and clearing limits).

48" lath with flagging are used only when extra visibility is needed, typically when stakes are in tall vegetation, or as guard stakes to protect survey control monuments and marker stakes.

## **11. TYPICAL CONSTRUCTION STAKES**

This manual outlines the typical types, density, and placement of construction stakes. Alternate locations (positions) for the stakes may be used if required by the construction conditions, as determined by Surveys.

### **11.1 Clearing Stakes**

Clearing Stakes are set to show the limits of clearing and grubbing. Clearing Stakes are only set when the limits are not defined by the contract. Clearing stakes are set for: Clearing-only contracts, contracts requiring clearing to be completed for new aerial photography/ remote sensing before grading, and where necessary as determined by the RE in cooperation with Surveys to protect and preserve desirable natural features.

**Stake Set:**

Lath at clearing limit, no reference point.

**Spacing:**

Space longitudinally as necessary to provide intervisibility, but not less than 100 feet.

**Markings:**

Mark "CLEAR LIMIT" on the lath facing the centerline.

**Setting Tolerance:**

Stakes should be set within 1.0 foot of planned clearing limit. Consider using a greater accuracy in park lands, areas where the entire right-of-way is to be cleared like orchards or urban areas, and where there is possibility of damage to highway facilities or utilities.

**Checking:**

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

### **11.2 Rough Grade Stakes**

Rough grade stakes are set to aid rough finishing of the grading plane. They are set when requested by the RE when cuts or fills are greater than 30 feet. Intermediate slope stakes will serve as rough grade stakes if within 30 feet (cut/ fill) of the grading plane. The RE should discuss the need for rough grade stakes with the Contractor using AMG prior to construction.

**Stakes Set:**

Reference point with a marker stake on only one line per roadbed, such as the centerline of construction.

**Spacing:**

Space longitudinally every 50 to 100 feet, as determined by Surveys with the concurrence of the RE, depending on the construction conditions, alignment and grade.

**Markings:**

Stakes should be marked "RGS" for rough grade stake and identify the line and station and off-set, if any, on which they are set, and give the cut/fill to finished grade for the point the stake references.

**Setting Tolerance:**

Stakes should be set within 1.0 foot for stationing, 0.1 foot for horizontal offset, and 0.1 foot vertically of calculated position.

**Checking:**

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

**11.3 Final Grade Stakes**

Final grade stakes are set when the rough finishing of the grading plane is completed. Final grade stakes are set only once for each grading plane. This one set of final grade stakes controls all elements of the structural section (the grading plane, subbase, base, and pavement). In some cases, one set of stakes may be used for several purposes, such as slopes, final grades and curbs.

**11.4 Staged Construction**

The RE, in cooperation with Surveys determines stakes needed for staged construction. A common form of staged construction is widening of existing pavement. Generally, the longitudinal spacing for this type of staged construction is the same as conventional construction, but the types of stakes and markings used will depend on conditions found on specific projects.

**11.5 Drainage Stakes****Stake Set:**

Reference point and marker and line stakes for the following points in drainage facilities:

- Ends of facilities
- Grade breaks

- Alignment breaks
- Junctions
- Inlets and similar facilities
- Skewed cut-off lines, when necessary as determined by the RE in cooperation with Surveys.

**Note:** The plumbing of risers and other similar facilities is the Contractor's responsibility; no reference stakes are set for plumbing.

## **11.6 Curb Stakes**

On some cases, one set of stakes may be used for several purposes, such as slopes, final grades and curbs.

### **Stake Set:**

Reference point and marker stake at a constant horizontal offset distance from the flow line.

### **Spacing:**

Space longitudinally every 50 feet and at beginning and end of curb and beginning and end of horizontal and vertical curves. When grade is less than 0.3 percent or radius of curvature is less than 1000 feet space every 25 feet. A lesser spacing may be used for flares, tapers or curb returns when necessary, as determined by the RE.

Curb returns are typically staked based on the length of curve at gutter line. Curb returns having a length of curve less than 10' are staked at only the BCR and ECR.

Curb returns having a 10' to 20' length of curve are typically staked at the BCR, ECR, and 1/2  $\Delta$ . Curb returns having a length of curve greater than 20' are typically staked at the BCR, ECR, and 1/4  $\Delta$  intervals.

Curb ramps are constructed by the Contractor from the dimensions in the Construction Details and Standard Plans. Additional stakes may be set if requested by the RE. When practicable, a radius point may be staked to facilitate construction for curb returns having a radius of 25' or less. No other line stakes are set.

### **Markings:**

Reference stakes show the horizontal offset distance, cuts/fills to the curb flow line, and for non-standard curbs, cuts/fills (from the flow line) to the top-front-edge of the lip.



## **11.7 Major Structure Stakes – Ground**

The extent of construction stakes for major structures such as bridges varies, depending on the type and complexity of the structure and its construction. In most cases GPS equipment will not be used by Surveyor or the Contractor to set major structure stakes. Staking of footings (bents, abutments, wingwalls, etc.) is normally provided by Surveys. Surveys, in cooperation with the RE and the Structure Representative, will determine the actual staking provided.

No stakes are set by Surveys for the following:

- The locations of individual piles,
- Individual pile cutoff elevations
- Falsework

**Stakes Set:**

For footings (Bents, Abutments, and Wingwalls), two reference points, each with a marker stake that provides elevation, distance and line references for the controlling lines. A third reference stake, for “line only,” is set when required by the construction conditions, as determined by the Surveys personnel in cooperation with the Structure Representative. Generally, for footings, bents, and abutments, a set of reference stakes is established on each side of the structure.

**Markings:**

Reference stakes for major structures provide references for only the controlling lines for the structure and reference elevations.

The identification of the major structure component being staked (abutment, wing-wall, pier, etc.)

Generally, for major structures, a set of stakes will consist of two reference stakes, each providing line, distance, and elevation. Where appropriate, a third “line only” stake also will be set.

## **11.8 Major Structure Stakes - Superstructure**

The extent of control stakes for superstructures is a combination of stakes provided by Surveys and the Structure Representative. The types, density, and placement of control stakes are dependent on the complexity of the superstructure. Surveys, in cooperation with the RE and the Structure Representative, will determine the actual staking provided.

This section describes the typical superstructure staking provided by Surveys. The Structure Representative may provide additional Department-furnished control stakes for the superstructure.

**Stakes Set:**

Temporary bench marks on the tops of columns marked "TBM".

One set of control stakes at a constant offset to the alignment set on the soffit forms. The Structure Representative will determine the offset.

**Spacing:**

Space longitudinally every 25 feet.

**Markings:**

Stakes should be marked "STR" for structure stake and identify the alignment station and offset.

**Setting Tolerances:**

Stakes will be set to within 0.02 feet horizontally or 0.02 feet vertically.

Note: The control stakes on the soffit will not have vertical information.

**Checking:**

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

**11.9 Miscellaneous Stakes**

**Contour Grading:**

Construction stakes for contour grading vary with the design and terrain. Surveys, in cooperation with the RE, will determine what stakes are provided. Generally, stakes are set at a longitudinal spacing of 50 feet. A "grid" pattern of stakes might be used for areas of relatively shallow fills or cuts. Stakes should be marked in the same manner as rough grade stakes.

**Utilities:**

Utility work generally is controlled by adjacent construction staking or adjacent facilities, and no stakes are set. If separate stakes are necessary, as determined by the RE in cooperation with Surveys, stakes will be provided in the same manner shown for similar roadway work.

Stakes set for water and sewer lines at a longitudinal spacing of 50 feet; a 25 foot spacing will be used when the grade is less than 0.3 percent or when the radius of curvature is less than 1000 feet.

**Sidewalks:**

Stakes are set only as determined necessary by the RE for sidewalks that meander or change grade independently as compared to controlling elements such as adjacent curbs or nearby building foundations.



**Signs:**

When necessary, as determined by the RE, stakes are provided to locate signs.

**Channels, Dikes, and Ditches:**

Major channels and dikes are controlled by slope stake references. For ditches, reference stakes are provided for line and grade breaks, when necessary, as determined by the RE.

**Subsurface Drains:**

Stakes are set only as determined necessary by the RE. Set stakes for subsurface drains in the same manner as for drainage pipes. Stabilization trenches and permeable blankets are controlled by slope stakes or contour grading stakes.

**Overside Drains:**

For straight discharge overside drains, stakes (references) are provided only for longitudinal location. Alignment and grade breaks will only be staked at the direction of the RE.

**Markers:**

Markers are located by stakes (or references), as determined necessary by the RE.

**Railings and Barriers:**

Where railings and barriers are controlled by adjacent construction staking or adjacent facilities, no stakes are provided, except stakes that establish the beginning and end of each railing or barrier. All staking is to the base of the barrier only.

Where construction staking is necessary, as determined by the RE, stakes (references) are generally provided for alignment and grade at a spacing of 50 feet along the facility. 25 foot spacing will be used: (a) when the radius of curvature is less than 1000 feet; (b) in areas of superelevation transition; and (c) within 100 feet of "conforms" or bridges. A lesser spacing will be used for flares, when necessary, as determined by Surveys.

**Hot Mix Asphalt Dikes:**

Stakes are provided only at the beginning and end of HMA dikes.

# ATTACHMENT C

## CDBG Supplemental General Conditions

Bidders must complete all pages that apply in this attachment and submit this attachment at the time of bid opening.

## **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUPPLEMENTAL GENERAL CONDITIONS**

**Contractor is required to comply with the following provisions:**

### **A. Procurement**

Contractor must comply with **24 CFR Part 85.36** and **24 CFR Part 570.489** when purchasing materials, products or services with federal funds.

### **B. Compliance with Equal Employment Opportunity (EEO) – Executive Order 11246 dated 9/24/65 as amended by Executive Order 11375 dated 10/13/1967 (24 CFR 85.36 (i) (3))**

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

1.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

4.) The Contractor will comply with all provisions of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

6.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7.) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

### **C. Minority and Women Business Enterprise**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of **24 CFR Part 85.3636(e)** in the award and administration of HUD assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

### **D. Compliance with Anti Kickback Act (24 CFR 85.36 (i) (4))**

In carrying out this agreement, the Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act (18 U.S.C. 874) which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **E. Compliance with Davis Bacon Act (40 U.S.C. 276a to 276a-7) (24 CFR 85.36 (i) (5))**

In carrying out this agreement, the Contractor hereby agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in the US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

### **F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (24 CFR 85.36 (i) (6))**

In carrying out this agreement, the Contractor hereby agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

### **G. Copyright and Patent Rights (24 CFR 85.36 (i) (8)(9))**

No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of the contractor. The U.S. Department of Housing and Urban Development, the County of Stanislaus, and/or CDBG City Consortia awarding this contract shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

### **H. Access to Records (24 CFR 85.36 (i) (10))**

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. The County, City, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions.

### **I. Records Retention (24 CFR 85.36 (i) (11))**

The Contractor shall retain all records pertaining to this contract for a period of three (3) years after final payments and all other pending matters are closed.

## **J. Compliance with Clean Air and Water Acts (24 CFR 85.36 (i) (12))**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities.

## **K. Energy Conservation (24 CFR 85.36 (i) (13))**

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of California's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

## **L. Federal Labor Standards Provisions: (*Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units*)**

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 Federal Labor Standards Provisions as set forth on **Attachment 1** are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

The Contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of paragraph A of the Federal Labor Standards Provisions (Attachment 1) 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 paragraph A of the Federal Labor Standards Provisions (Attachment 1).

## **M. Compliance in the Provision of Training, Employment, and Business opportunities – Section 3**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

The provisions under Section 3 are set forth on **Attachment 2**. The Contractor must complete, sign, and submit along with bid documents the following Section 3 Pages which are included in **Attachment 2**:

1. Section 3 Assurance
2. Section 3 Affirmative Action Plan
3. Estimated Project Work Force Breakdown
4. Proposed Contracts/Subcontracts Breakdown.

## **N. Title VI Civil Rights Act of 1964:**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

2. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

3. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Stanislaus County CDBG Consortium (awarding agency)\* or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Stanislaus County CDBG Consortium (awarding agency) or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

4. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Stanislaus County CDBG Consortium (awarding agency) or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

5. The contractor shall include the provisions of paragraph (N1) through (N5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Stanislaus County CDBG Consortium (awarding agency) or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Stanislaus County CDBG Consortium (awarding agency) to enter into such litigation to protect the interests the Stanislaus County CDBG Consortium (awarding agency), and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

**\* CDBG Consortium Awarding Agencies:**

Stanislaus County  
City of Ceres  
City of Hughson  
City of Newman  
City of Oakdale  
City of Patterson  
City of Waterford

**O. Title VIII Civil Rights Acts of 1968 (as applicable):**

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

**Applicability**

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

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

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 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 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

#### 4. Apprentices and Trainees.

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

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

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

**SECTION 3 CLAUSE**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **SECTION 3 PLAN**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (State) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

**Statute:** Section 3 of the Department of Labor Act of 1968, as amended  
**Regulation:** 24 CFR Part 135, "Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Project"  
(Reserved)

This project is funded through the Housing and Urban development Act of 1968. Section 3 of that Act requires contractors and subcontractors (this includes Housing Authorities) to assure that:

- Lower income project area residents have the maximum opportunity for employment and training on this project; and
- Small businesses located in the project area, or owned in substantial part by persons residing in the project area, will be utilized to the fullest extent possible as recipients of contracts.

To comply with this requirement, the lowest responsible bidder and applicable subcontractors must either adopt and file the attached approved Section 3 Affirmative Action Plan or develop and file their own section 3 Affirmative Action Plan with the County of Stanislaus. A Section 3 Plan shall be required for all contract awards. The Section 3 Plan shall be submitted from the prime contractor and be required of all contractors and subcontractors receiving direct or indirect federal funding under H.U.D. programs. Failure to adopt the Section 3 Plan is considered to be non-responsive and shall be grounds for rejection of the bid. Master section 3 Plans are based upon federal guidelines. Contractors and/or subcontractors who wish to develop their own section 3 Affirmative Action Plan may obtain the applicable federal guidelines from the Stanislaus County Planning & Community Development Department.

All Contractors and Subcontractors must sign the Section 3 Assurance which is included in the bid package, regardless of the amount of the contract or subcontract award. Failure to sign the Section 3 Assurance is considered to be non-responsive and shall be grounds for rejection of the bid.

**FORMS TO BE COMPLETED AND SUBMITTED WITH BID:**

- 1. Section 3 Affirmative Action Plan**
- 2. Section 3 Assurance**
- 3. Estimated Project Workforce Breakdown**
- 4. Proposed Contracts/Subcontracts Breakdown**

**SECTION 3 AFFIRMATIVE ACTION PLAN**

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

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(CONTRACTOR)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

- ≡ Training and employment opportunities will be given to lower income residents of the project; and
- ≡ Contracts for work in connection with the project will be awarded to business concerns which are located in or owned insubstantial part by persons residing in the area of project.

\_\_\_\_\_ (name of contractor) will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers:

1. The Contractor will establish and maintain a directory of service organizations, job referral agencies and manpower training programs operating within, or servicing, project area residents.
2. The Contractor will submit prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
3. The Contractor will provide, prior to the signing of a contract, a Statement of work force needs, including trainee positions.
4. The Contractor will notify Community based organizations of available employment opportunities, and shall maintain records of response from such organizations.
5. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he is familiar.
6. The Contractor will maintain a file of the names and addresses of each low income resident worker referred to him and that action was taken with respect to each such referred worker and, if the worker was not employed the reasons therefore. (attached).

7. The Contractor will include the Section 3 clause in every subcontract for work in connection with H.U.D. projects. (attached).
8. For each subcontract, the Prime Contractor will submit, prior to Contract award, the Section 3 Affirmative Action Plans of its subcontractors.
9. The Contractor will not attempt to circumvent Section 3 Provisions.
10. The Contractor will make a good faith effort to employ or fill training positions with lower income project area residents, it will, as a minimum, provide evidence of the following:
  - (a.) Attempts to recruit from the project area through local advertising media, community organizations, public and private agencies operating within or serving the project area, such as the Department of Labor Employment Department, and the Private Industry Council.
  - (b.) Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons if otherwise qualified and if an opening exists.
11. The Contractor will make good faith effort to incorporate project area businesses as Subcontractors and Suppliers.
12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

\_\_\_\_\_ (name of Contractor) fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any or all of the following actions: Cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any federal program with respect to which the failure or refusal occurred until satisfactory assurances of future compliance has been received.

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_



**\*\*\*FORM MUST BE COMPLETED AND SUBMITTED WITH BID\*\*\***

**SECTION 3 ASSURANCE**

1. We the undersigned \_\_\_\_\_, as official representative of \_\_\_\_\_ (Representative) \_\_\_\_\_ (Contractor) agree to comply with Section 3 requirements for the \_\_\_\_\_ (Project). It is understood that failure to comply may result in the following sanctions: cancellation, termination, or suspension in whole or in part of this contract.

- II. 1. How many positions will be needed on this project?  
Occupational Categories: (Provide Detail in Attachment A)
2. How many of these positions will be filled by your regular employees?
3. How many positions are projected to be filled by low income area residents?
4. How many subcontractors will be utilized for this project? (Provide Detail in Attachment B)
5. Of these subcontractors, how many are Section 3 subcontractors? (Provide Detail in Attachment B)
6. How many businesses/suppliers will be utilized?
7. Of these, how many are Section 3 businesses?

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\*FORM MUST BE COMPLETED AND SUBMITTED WITH BID\*\*\***

**Attachment A**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions To be filled with Section 3 residents
Supervisor				
Professional				
Technical				
Off/Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

**Section 3 Resident**

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

NOTE: This document must be submitted with bid documents.

Date \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Person Completing Form

**\*\*\*FORM MUST BE COMPLETED AND SUBMITTED WITH BID\*\*\***

**Attachment B**

**PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN**

<b>Type of Contract (Business or Profession)</b>	<b>Total Number</b>	<b>Total Approx. Dollar Amount</b>	<b>Estimated No. of Contracts to Section 3 Businesses</b>	<b>Estimated dollar amount to Section 3 Businesses</b>

**Note:**

This document is to be submitted by the contractor with bid documents.

Date \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Person Completing Form

## SECTION 3 REPORT

**Report must be completed and submitted by Contractor with each payment request.**

### ACTUAL PROJECT WORK FORCE BREAKDOWN

Job Category	Total Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions Actually Filled with Section 3 residents
Supervisor				
Professional				
Technical				
Off/Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

#### Certification

This company hereby certifies that the information provided above is an accurate report of its Section 3 efforts.

Date \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Person Completing Form

# **ATTACHMENT D**

## **Federal Minimum Wage Rates**

Date Downloaded: 11/04/16

Date Published: 10/28/16

General Decision Number: CA160029 10/28/2016 CA29

Superseded General Decision Number: CA20150029

State: California

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

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/04/2016
4	03/18/2016
5	04/29/2016
6	07/08/2016
7	07/22/2016
8	07/29/2016
9	08/12/2016
10	08/26/2016
11	10/07/2016
12	10/28/2016

ASBE0016-004 01/01/2015

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

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

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.30	7.75
Area 2.....	\$ 32.38	7.75

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ASBE0016-008 01/01/2015

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

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

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 59.38	19.83
Area 2.....	\$ 44.05	18.62

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BOIL0549-001 01/01/2013

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

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 42.06	33.43
Area 2.....	\$ 38.37	31.32

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BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.05	14.01

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BRCA0003-003 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

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 BRCA0003-005 05/01/2016

	Rates	Fringes
BRICKLAYER		
( 1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 37.04	21.13
( 7) San Francisco, San Mateo.....	\$ 40.89	25.78
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 42.70	21.67
( 9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 38.21	20.71
(16) Monterey, Santa Cruz...	\$ 39.51	23.49

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 BRCA0003-008 07/01/2015

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.78	15.73
TERRAZZO WORKER/SETTER.....	\$ 41.01	25.53

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 BRCA0003-011 04/01/2015

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

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 23.49	12.32
Area 2.....	\$ 23.31	12.90
Area 3.....	\$ 23.15	11.96
Tile Layer		
Area 1.....	\$ 41.87	13.55
Area 2.....	\$ 37.71	14.19
Area 3.....	\$ 33.13	13.59

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 CARP0022-001 07/01/2016

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20



Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

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 CARP0034-001 07/01/2016

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 43.65	31.40
Diver standby.....	\$ 48.61	31.40
Diver Tender.....	\$ 47.82	31.40
Diver wet.....	\$ 93.17	31.40
Manifold Operator (mixed gas).....	\$ 52.82	31.40
Manifold Operator (Standby).....	\$ 47.82	31.40

DEPTH PAY (Surface Diving):  
 050 to 100 ft \$2.00 per foot  
 101 to 150 ft \$3.00 per foot  
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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 CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

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 CARP0035-007 07/01/2016

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.91	19.62
Installer II.....	\$ 21.48	19.63
Lead Installer.....	\$ 28.36	20.13
Master Installer.....	\$ 32.58	19.63
Area 2		
Installer I.....	\$ 22.26	19.63
Installer II.....	\$ 19.31	19.63
Lead Installer.....	\$ 25.23	20.13
Master Installer.....	\$ 28.86	20.13
Area 3		
Installer I.....	\$ 21.31	19.63
Installer II.....	\$ 18.54	19.63
Lead Installer.....	\$ 24.11	20.13
Master Installer.....	\$ 31.13	20.13

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CARP0035-008 07/01/2016

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 40.35	28.64
Area 2.....	\$ 34.47	28.64
Area 3.....	\$ 34.97	28.64
Area 4.....	\$ 33.62	28.64
Drywall Stocker/Scrapper		
Area 1.....	\$ 20.18	16.57
Area 2.....	\$ 17.24	16.57
Area 3.....	\$ 17.49	16.57
Area 4.....	\$ 16.81	16.57

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CARP0152-001 07/01/2016

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

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CARP0152-002 07/01/2016

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

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CARP0152-004 07/01/2016

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

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CARP0217-001 07/01/2016

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

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CARP0405-001 07/01/2016

Santa Clara County

Rates	Fringes
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## Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

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 CARP0405-002 07/01/2016

## San Benito County

	Rates	Fringes
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## Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.58	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

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 CARP0505-001 07/01/2016

## Santa Cruz County

	Rates	Fringes
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## Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

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 CARP0605-001 07/01/2016

## Monterey County

	Rates	Fringes
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## Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20

Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

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CARP0701-001 07/01/2016

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

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CARP0713-001 07/01/2016

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

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CARP1109-001 07/01/2016

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

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ELEC0006-004 12/01/2015

SAN FRANCISCO COUNTY

Rates	Fringes
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Sound & Communications

Installer.....	\$ 34.82	17.85
Technician.....	\$ 39.65	17.99

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

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 ELEC0006-007 06/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 64.00	30.38

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 ELEC0100-002 07/01/2016

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	20.63

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 ELEC0100-005 12/01/2015

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 30.24	16.91
Technician.....	\$ 34.43	17.03

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone

interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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 ELEC0234-001 05/25/2015

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 42.15	23.36
Zone B.....	\$ 46.37	23.50

Zone A: All of Santa Cruz, Monterey, and San Benito Counties

within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2015

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.33
Technician.....	\$ 37.94	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

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ELEC0302-001 02/09/2016

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.17	26.23
ELECTRICIAN.....	\$ 47.76	26.03

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ELEC0302-003 12/01/2015

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.03
Technician.....	\$ 39.08	17.17

SCOPE OF WORK: Including any data system whose only function



is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

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 ELEC0332-001 05/30/2016

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 67.87	33.28
ELECTRICIAN.....	\$ 59.02	32.75

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

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 ELEC0332-003 11/30/2015

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.33
Technician.....	\$ 39.08	17.47

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

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ELEC0595-001 06/01/2016

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 58.95	34.14
ELECTRICIAN.....	\$ 52.40	33.95

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ELEC0595-002 06/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.66	26.33
ELECTRICIAN		
(1) Tunnel work.....	\$ 37.01	26.33
(2) All other work.....	\$ 35.25	26.33

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ELEC0595-006 12/01/2015

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	3%+16.61
Technician.....	\$ 37.94	16.44

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

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

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ELEC0595-008 12/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 29.10	16.18
Technician.....	\$ 33.13	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

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ELEC0617-001 06/01/2016

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 55.30	32.19

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ELEC0617-003 12/01/2015

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.33
Technician.....	\$ 39.08	17.47

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

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

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 ELEC0684-001 06/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.40	21.23

CABLE SPLICER = 110% of Journeyman Electrician

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 ELEC0684-004 12/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 28.22	16.26
Technician.....	\$ 32.13	16.26

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

installed in the conduit, shall be performed by the inside electrician.

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 ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

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

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 ELEV0008-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.39	28.38

FOOTNOTE:

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.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.15	27.81
AREA 2:		

(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

## AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

## AREA 2: MODOC COUNTY

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

## ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

## CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

## COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

## ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

## FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

## GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

## LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

## MADERA COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

## MARIPOSA COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

MONTERREY COUNTY

- Area 1: Except Southwestern part
- Area 2: Southwestern part

NEVADA COUNTY:

- Area 1: All but the Northern portion along the border of Sierra County
- Area 2: Remainder

PLACER COUNTY:

- Area 1: All but the Central portion
- Area 2: Remainder

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

- Area 1: All but the Northeastern corner
- Area 2: Remainder

SIERRA COUNTY:

- Area 1: Western part
- Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

- Area 1: All but the Northwestern corner
- Area 2: Remainder

TEHAMA COUNTY:

- Area 1: All but the Western border with Mendocino & Trinity Counties
- Area 2: Remainder

TRINITY COUNTY:

- Area 1: East Central part and the Northeastern border with Shasta County
- Area 2: Remainder

TUOLUMNE COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

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 ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

Rates

Fringes

OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		



Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and

grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab

machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot fire tender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

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

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

## LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

## MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

## MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

## MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

## MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

## NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

## PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

## PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Remainder

## TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

## TRINITY COUNTY:

Area 1: East Central part and the Northeast border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;  
 Area 1: Remainder  
 Area 2: Eastern part

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

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 ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:  
Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:  
Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:  
Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY  
Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:  
Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:  
Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:  
Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:  
Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY  
Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY  
Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:  
Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY  
Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:  
Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder



PLACER COUNTY:

Area 1: All but the Central portion  
 Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
 Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
 Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
 Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
 Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
 Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
 Counties  
 Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
 Shasta County  
 Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder  
 Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder  
 Area 2: Eastern Part

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 IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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 LABO0067-002 06/27/2016

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

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL  
 NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,  
 MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
 NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN,  
 SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
 STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND  
 YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.66	10.02
LABORER (Lead Removal)		
Area A.....	\$ 30.00	21.34
Area B.....	\$ 29.00	21.34

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

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 LABO0067-006 06/30/2014

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

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL  
 DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED,  
 MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN  
 BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,  
 SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,  
 TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

## FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.14	19.03
Traffic Control Person I....\$	27.44	19.03
Traffic Control Person II...\$	24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

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LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

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LABO0073-005 06/30/2014

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

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

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LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle-men

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



GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 28.14	19.03
Area B.....	\$ 27.14	19.03
Traffic Control Person I		
Area A.....	\$ 28.44	19.03
Area B.....	\$ 27.44	19.03
Traffic Control Person II		
Area A.....	\$ 25.94	19.03
Area B.....	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49

GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlemen

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bullgang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

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LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.11	17.34

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LABO0294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzle man on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03

Traffic Control Person II...\$ 25.94 19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LABO1130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03

Traffic Control Person I....\$	27.44	19.03
Traffic Control Person II...\$	24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO1130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.60	19.49
GROUP 2.....\$	34.37	19.49
GROUP 3.....\$	34.12	19.49
GROUP 4.....\$	33.67	19.49
GROUP 5.....\$	33.13	19.49
Shotcrete Specialist.....\$	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$	31.11	17.34

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LABO1414-004 08/03/2016

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.15	19.28
Work on a swing stage scaffold: \$1.00 per hour additional.		

-----  
LABO1414-007 08/03/2016

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

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28
Work on a swing stage scaffold: \$1.00 per hour additional.		

-----  
LABO1414-008 08/03/2016

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28
Work on a swing stage scaffold: \$1.00 per hour additional.		

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LABO1414-010 08/03/2016

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 32.15	19.28
5 Stories and above.....	\$ 34.15	19.28
Work on a swing stage scaffold: \$1.00 per hour additional.		

-----  
LABO1414-011 08/03/2016

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28
Work on a swing stage scaffold: \$1.00 per hour additional.		

-----  
PAIN0016-001 01/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 36.45	21.48

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

-----  
PAIN0016-003 07/01/2016

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

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 43.79	24.01
AREA 2.....	\$ 39.66	22.61

-----  
PAIN0016-012 01/01/2015

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.20	18.73

-----  
PAIN0016-015 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.85	16.85

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00



additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

-----  
PAIN0016-022 01/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 40.07	21.48

-----  
PAIN0169-001 01/01/2015

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.83	19.75

-----  
PAIN0169-005 01/01/2015

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 43.48	24.19

-----  
PAIN0294-004 01/01/2015

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.68
Drywall Finisher/Taper.....	\$ 30.47	16.81

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

-----  
PAIN0294-005 01/01/2015

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.83	17.39

-----  
PAIN0767-001 01/01/2015

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2015

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.79	14.93

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PLAS0066-002 07/01/2014

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 35.34	24.21

-----  
PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.44	22.26

AREA 224: San Benito, Santa Clara, Santa Cruz.....\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Couonties.....\$ 31.41	22.26
AREA 337: Monterey County..\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....\$ 31.41	22.26

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 32.15		23.21

PLUM0038-001 07/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....\$ 68.00		45.09

PLUM0038-005 07/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....\$ 57.80		33.46

PLUM0062-001 07/01/2016

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....\$ 41.90		28.34

PLUM0159-001 07/01/2016

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter (1) Refrigeration.....\$ 55.03		34.46
(2) All other work.....\$ 55.92		34.44

PLUM0246-001 07/01/2016

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....\$ 38.40		28.14

PLUM0246-004 07/01/2013

FRESNO, MERCED &amp; SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	9.77

## PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2016

ALAMEDA &amp; CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 56.56	40.74
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 56.56	40.74

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PLUM0355-004 07/01/2015

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.60	10.05

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PLUM0393-001 07/01/2016

## SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 58.91	38.58

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 PLUM0442-001 07/01/2016

## CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS &amp; TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 39.50	27.64

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 PLUM0467-001 07/01/2016

## SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 60.70	33.46

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 ROOF0027-002 09/01/2014

## FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.37	12.68

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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 ROOF0040-002 08/01/2015

## SAN FRANCISCO &amp; SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 35.50	15.82

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 ROOF0081-001 08/01/2015

## ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 36.08	14.90

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 ROOF0081-004 08/01/2015

## CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 32.71	14.65

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 ROOF0095-002 08/01/2015

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 37.55	15.52
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....	\$ 39.55	15.52

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 SFCA0483-001 08/01/2016

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA  
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 59.12	28.33

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 SFCA0669-011 04/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,  
 SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 35.71	20.25

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 SHEE0104-001 07/01/2016

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 48.23	36.45
All Other Work.....	\$ 54.58	37.08
AREA 2.....	\$ 44.14	31.56
AREA 3.....	\$ 46.47	29.10

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 SHEE0104-003 07/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 38.12	30.50
-----		
SHEE0104-005 07/01/2016		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 36.88	33.30
-----		
SHEE0104-007 07/01/2016		

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.15	33.70
-----		
SHEE0104-015 07/01/2016		

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 35.64	31.49
-----		
SHEE0104-018 07/01/2016		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 35.64	31.49
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* TEAM0094-001 07/01/2016		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.63	26.66
GROUP 2.....	\$ 29.93	26.66
GROUP 3.....	\$ 30.23	26.66
GROUP 4.....	\$ 30.58	26.66
GROUP 5.....	\$ 30.93	26.66

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry

pre-batch concrete mix trucks; Dumpster or similar type;  
 Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial  
 lift truck (mechanical tailgate); Utility and clean-up  
 truck: Use appropriate rate for the power unit or the  
 equipment utilized.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-  
 axle unit); Nipper truck (when flat rack truck is used  
 appropriate flat rack shall apply); Concrete pump truck  
 (when flat rack truck is used appropriate flat rack shall  
 apply); Concrete pump machine; Fork lift and lift jitneys;  
 Fuel and/or grease truck driver or fuel person; Snow buggy;  
 Steam cleaning; Bus or personhaul driver; Escort or pilot  
 car driver; Pickup truck; Teamster oiler/greaser and/or  
 serviceworker; Hook tender (including loading and  
 unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit  
 mixers, through 10 yds.; Water trucks, under 7,000 gals.;  
 Jetting trucks, under 7,000 gals.; Single-unit flat rack  
 (3-axle unit); Highbed heavy duty transport; Scissor truck;  
 Rubber-tired muck car (not self-loaded); Rubber-tired truck  
 jumbo; Winch truck and "A" frame drivers; Combination winch  
 truck with hoist; Road oil truck or bootperson;  
 Buggymobile; Ross, Hyster and similar straddle carriers;  
 Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit  
 mixers, over 10 yds.; Water trucks, 7,000 gals. and over;  
 Jetting trucks, 7,000 gals. and over; Vacuum trucks under  
 7500 gals. Trucks towing tilt bed or flat bed pull  
 trailers; Lowbed heavy duty transport; Heavy duty transport  
 tiller person; Self-propelled street sweeper with  
 self-contained refuse bin; Boom truck - hydro-lift or  
 Swedish type extension or retracting crane; P.B. or similar  
 type self-loading truck; Tire repairperson; Combination  
 bootperson and road oiler; Dry distribution truck (A  
 bootperson when employed on such equipment, shall receive  
 the rate specified for the classification of road oil  
 trucks or bootperson); Ammonia nitrate distributor, driver  
 and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water  
 pulls - DW 10's, 20's, 21's and other similar equipment  
 when pulling Aqua/pak or water tank trailers; Helicopter  
 pilots (when transporting men and materials); Lowbed Heavy  
 Duty Transport up to including 7 axles; DW10's, 20's, 21's  
 and other similar Cat type, Terra Cobra, LeTourneau Pulls,  
 Tournorocker, Euclid and similar type equipment when  
 pulling fuel and/or grease tank trailers or other  
 miscellaneous trailers; Vacuum Trucks 7500 gals and over  
 and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low  
 bed Heavy Duty Transport over 7 axles



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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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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.

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#### 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION

# **ATTACHMENT E-1**

## **Davis Bacon Provisions for Contracts and Subcontracts**

For additional information visit:

[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/srf\\_templates.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_templates.shtml)

## DAVIS BACON REQUIREMENTS

The Recipient shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section 5.

Requirements under the Consolidated Appropriations Act, 2014 (P.L. 113-76)

For Recipients That Are Governmental Entities:

If a Recipient has questions regarding when Davis Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board.

The Recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

### 1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Consolidated Appropriation Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If the Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with the State Water Board State before authorizing work on that site.

### 2. Obtaining Wage Determinations.

- (a) Recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
  - (i) While the solicitation remains open, the Recipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The Recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipients may request a finding from the State Water Board that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State Water Board will provide a report of its findings to the Recipient.
  - (ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State Water Board, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the Recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Recipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

## DAVIS BACON REQUIREMENTS

- (c) Recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract provisions.

- (a) The Recipient shall insure that the Recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal Agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014 Consolidated Appropriations Act, the following clauses:

#### (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 paragraph (a) (1) (iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

## DAVIS BACON REQUIREMENTS

- (ii)(A) The Recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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.

## DAVIS BACON REQUIREMENTS

- (2) Withholding. The Recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) 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.
- (3) Payrolls and basic records.
- (i) 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, 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.
- (ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient(s) for transmission to the State or EPA



## DAVIS BACON REQUIREMENTS

if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section 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 the Recipient(s).

- (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 § 5.5 (a) (3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 29 CFR part 3;
    - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
  - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State 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

## DAVIS BACON REQUIREMENTS

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

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of 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.

## DAVIS BACON REQUIREMENTS

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
  - (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
  - (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
  - (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
  - (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  - (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Recipient(s), State, EPA, 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).
    - (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).
    - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
4. Contract Provision for Contracts in Excess of \$100,000.
- (a) Contract Work Hours and Safety Standards Act. The Recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
    - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

## DAVIS BACON REQUIREMENTS

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 forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
  - (3) Withholding for unpaid wages and liquidated damages. The Recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 contractor, 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 paragraph (b)(2) of this section.
  - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section 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 paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA, the Department of Labor, and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### 5. Compliance Verification

- (a) The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

## DAVIS BACON REQUIREMENTS

- (b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

# **ATTACHMENT E-2**

**American Iron and Steel (AIS)  
Requirement**

## Implementation

The Act states: Sec. 436. (a)(1): All of the iron and steel products used in the project are produced in the United States.

- In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that
  - Applying subsection (a) would be inconsistent with the public interest;
  - iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.
- The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

## COVERED IRON AND STEEL PRODUCTS

- 1) **What is an iron or steel product?** For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: Lined or unlined pipes or fittings, Manhole Covers, Municipal Castings (defined in more detail below), Hydrants, Tanks, Flanges, Pipe clamps and restraints, Valves, Structural steel (defined in more detail below), Reinforced precast concrete, and Construction materials (defined in more detail below).
- 2) **What does the term ‘primarily iron or steel’ mean?** ‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.
- 3) **Can you provide an example of how to perform a cost determination?** For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the

assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

- 4) **If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?** The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.
- 5) **What is the definition of steel?** Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.
- 6) **What does ‘produced in the United States’ mean?** Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additive. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron steel scrap are not covered by the AIA requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.
- 7) **If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?** No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.
- 8) **What is the definition of ‘municipal castings’?** Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are: Access Hatches, Ballast Screen, Benches (Iron or Steel), Bollards, Cast Bases, Cast Iron Hinged Hatches, Square and Rectangular, Cast Iron Riser Rings, Catch Basin Inlet, Cleanout/Monument Boxes, Construction Covers and Frames, Curb and Corner Guards, Curb Openings, Detectable Warning Plates, Downspout Shoes (Boot, Inlet), Drainage Grates/Frames and Curb Inlets, Inlets, Junction Boxes, Lampposts, Manhole Covers/Rings and Frames/Risers, Meter Boxes, Service Boxes, Steel Hinged Hatches/Square and Rectangular, Steel Riser Rings, Trash receptacles, Tree Grates, Tree Guards, Trench Grates, and Valve Boxes, Covers and Risers.
- 9) **What is ‘structural steel’?** Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are



designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

**10) What is a ‘construction material’ for purposes of the AIS requirement?** Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

**11) What is not considered a ‘construction material’ for purposes of the AIS requirement?** Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**12) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?** No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

**13) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?** While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

## COMPLIANCE

**14) How should an assistance recipient document compliance with the AIS requirement?** In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4. EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS

requirement and assistance recipients can verify that products comply with the AIS requirement. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients. Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

#### **Appendix 4: Sample Construction Contract Language**

**ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:**

The Contractor acknowledges to and for the benefit of the City of \_\_\_\_\_ (“Purchaser”) and the \_\_\_\_\_ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

# **ATTACHMENT E-3**

## **Disadvantaged Business Enterprise (DBE) Compliance Guidelines**

For additional information visit:

[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/srf\\_templates.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_templates.shtml)

California State Water Resources Control Board  
Division of Financial Assistance (Division)  
1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707  
Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120  
Internet Address: <http://www.waterboards.ca.gov>

Guidelines for Meeting the California State Revolving Fund (CASRF) Programs  
(Clean Water and Drinking Water SRF)  
Disadvantaged Business Enterprise (DBE) Requirements  
(Revised April 24, 2015)

The DBE Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the CW SRF/DWSRF Programs.

#### How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows.

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

#### **Disadvantaged Business Enterprise's are:**

- entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- a Minority Business Enterprise (MBE) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.
- a Women Business Enterprise (WBE) are entities that are at least 51% owned and/or controlled by women.
- a Small Business Enterprise (SBE);
- a Small Business in a Rural Area (SBRA);
- a Labor Surplus Area Firm (LSAF); or
- an Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

#### **Certifying DBE Firms:**

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The US Environmental Protection Agency (USEPA)
- The Small Business Administration (SBA);
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship);
- Tribal, State and Local governments;
- Independent private organization certifications.

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

### **Six Good Faith Efforts (GFE)**

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the Good Faith Efforts (GFE) below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services and assistance of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334).

**STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
CLEAN WATER STATE REVOLVING FUND (CWSRF)  
FORM UR-334**

<b>1. Grant/Finance Agreement Number:</b>		<b>2. Semi-Annual Reporting Period</b> 04/10/___ through 09/30/___ 10/1/ ___ through 03/30/___		<b>3. Purchase Period of Financing Agreement:</b>	
<b>4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$</b>					
<b>5. Recipients Name and Address:</b>				<b>6. Recipient's Contact Person and Phone Number:</b>	
<b>7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:</b>					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
<b>8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:</b>					
<b>9. Initial here if all procurements for this contract are completed:</b>					
<b>10. Comments:</b>					
<b>11. Signature and Title of Recipient's Authorized Representative</b>				<b>12. Date</b>	

**Return to:**  
Barbara August  
Division of Financial Assistance  
SWRCB  
PO Box 944212  
Sacramento, CA 94244-2120  
  
[Barbara.August@waterboards.ca.gov](mailto:Barbara.August@waterboards.ca.gov)  
Phone: (916) 341-6952  
Fax: (916) 327-7469

**Procurement Type:**

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

# **ATTACHMENT E-4**

**U.S. Department of Housing and Urban  
Development (HUD)**

**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*





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## 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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# TABLE OF CONTENTS

**INTRODUCTION** ..... i

**CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES** ..... 1-1

**1-1 DAVIS-BACON AND OTHER LABOR LAWS** ..... 1-1

    a. The Davis-Bacon Act (DBA) ..... 1-1

    b. The Contract Work Hours and Safety Standards Act (CWHSSA) ..... 1-1

    c. The Copeland Act (Anti-Kickback Act) ..... 1-2

    d. The Fair Labor Standards Act (FLSA) ..... 1-2

**1-2 DAVIS-BACON REGULATIONS** ..... 1-2

**1-3 CONSTRUCTION CONTRACT PROVISIONS** ..... 1-2

**1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR** ..... 1-3

**1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR** ..... 1-4

**CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS** ..... 2-1

## SECTION - I THE BASICS

**2-1 THE WAGE DECISION** ..... 2-1

    a. The work classifications and wage rates ..... 2-1

    b. Posting the wage decision ..... 2-2

**2-2 ADDITIONAL “TRADE” CLASSIFICATIONS AND WAGE RATES** ..... 2-2

    a. Additional classification rules ..... 2-2

    b. Making the request ..... 2-3

    c. HUD review ..... 2-3

    d. DOL decision ..... 2-3

**2-3 CERTIFIED PAYROLL REPORTS** ..... 2-4

    a. Payroll formats ..... 2-4

    b. Payroll certifications ..... 2-4

    c. “No work” payrolls ..... 2-4

    d. Payroll review and submission ..... 2-5

    e. Payroll retention ..... 2-5

    f. Payroll inspection ..... 2-5

**2-4 DAVIS-BACON DEFINITIONS** ..... 2-5

    a. Laborer or mechanic ..... 2-5

    b. Employee ..... 2-6

    c. Apprentices and trainees ..... 2-6

    d. Prevailing wages or wage rates ..... 2-7

    e. Fringe benefits ..... 2-7

    f. Overtime ..... 2-7

    g. Deductions ..... 2-8

    h. Proper designation of trade ..... 2-8

    i. Site of work ..... 2-8

---

**SECTION - II REPORTING REQUIREMENT**

**2-5 COMPLETING A PAYROLL REPORT** ..... 2-9

- a. Project and contractor/subcontractor information..... 2-9
- b. Employee information..... 2-9
- c. Work classification..... 2-9
- d. Hours worked ..... 2-10
- e. Rate of pay ..... 2-10
- f. Gross wages earned ..... 2-10
- g. Deductions ..... 2-11
- h. Net pay ..... 2-11
- i. Statement of compliance..... 2-11
- j. Signature ..... 2-11

**SECTION III - PAYROLL REVIEWS AND CORRECTIONS**

**2-6 COMPLIANCE REVIEWS** ..... 2-12

- a. On-site interviews..... 2-12
- b. Project payroll reviews ..... 2-12

**2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS** ..... 2-12

- a. Inadequate payroll information ..... 2-12
- b. Missing identification numbers ..... 2-12
- c. Incomplete payrolls ..... 2-13
- d. Classifications ..... 2-13
- e. Wage Rates..... 2-13
- f. Apprentices and trainees..... 2-13
- g. Overtime..... 2-13
- h. Computations ..... 2-13
- i. Deductions ..... 2-13
- j. Fringe benefits..... 2-14
- k. Signature ..... 2-14
- l. On-site interview comparisons ..... 2-14
- m. Correction certified payroll..... 2-14

**2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES** ..... 2-14

- a. Notification..... 2-14
- b. Computing wage restitution..... 2-15
- c. Correction certified payrolls..... 2-15
- d. Review of correction CPR ..... 2-15
- e. Unfound workers ..... 2-15

---

**CHAPTER 3      LABOR STANDARDS DISPUTES, ADMINISTRATIVE  
REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW  
ACCOUNTS, AND SANCTIONS ..... 3-1**

**3-1    INTRODUCTION ..... 3-1**  
**3-2    ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES ..... 3-1**  
    a. Additional classifications and wage rates ..... 3-1  
    b. Findings of underpayment ..... 3-2  
**3-3    WITHHOLDING ..... 3-2**  
**3-4    DEPOSITS AND ESCROWS ..... 3-3**  
**3-5    ADMINISTRATIVE SANCTIONS ..... 3-4**  
    a. DOL debarment ..... 3-4  
    b. HUD sanctions ..... 3-4  
**3-6    FALSIFICATION OF CERTIFIED PAYROLL REPORTS ..... 3-5**

**APPENDICIES**

**ACRONYMS AND SYMBOLS ..... A-1**  
**DAVIS-BACON - RELATED WEB SITES\* ..... A-2**  
**HUD-4720, Project Wage Rate Sheet ..... A-3**  
**WH-347, Payroll Form/Statement of Compliance ..... A-4**

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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](http://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](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

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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](http://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.

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## 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.



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## 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.

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## 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](http://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.



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## 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.

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## 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.

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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.



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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

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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.



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## 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.

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### 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.

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## 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

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## DAVIS-BACON - RELATED WEB SITES\*

HUD Office of Labor Relations:  
[www.hud.gov/offices/olr](http://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](http://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](http://www.wdol.gov)

DOL Forms:  
[www.dol.gov/whd/programs/dbra/forms.htm](http://www.dol.gov/whd/programs/dbra/forms.htm)

**\*Web addresses active as of January 2012**

<b>Project Wage Rate Sheet</b>	U.S. Department of Housing and Urban Development Office of Labor Relations	
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Project Name:	Wage Decision Number/Modification Number:
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Project Number:	Project County:
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Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
				Group #	BHR	
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:		\$
<b>Other Classifications</b>				<b>Group #</b>	<b>BHR</b>	<b>Total Wage</b>
			\$			
			\$			
			\$			

**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
			\$		
			\$		
			\$		



**U.S. Department of Labor**  
Wage and Hour Division

**PAYROLL**



**(For Contractor's Optional Use; See Instructions at [www.dol.gov/wh/d/forms/wh347instr.htm](http://www.dol.gov/wh/d/forms/wh347instr.htm))**  
*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

Rev. Dec. 2008

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS OMB No.: 1215-0149 Expires: 12/31/2011

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
																FICA		WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS
			O										/							
			O										/							
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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, 5.5(a). The Copeland Act (40 U.S.C. § 3142) contractors and subcontractors performing work on Federally financed or assisted construction contracts to " furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and 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 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Building or Work) \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full \_\_\_\_\_ (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. 948, 63 Stat. 108, 72 Stat. 967, 76 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:

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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.	

U.S. Department of Housing and Urban Development  
Office of Departmental Operations and Coordination  
Washington, DC 20410

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Email: [www.OfficeofLaborRelations@hud.gov](mailto:www.OfficeofLaborRelations@hud.gov)

**Labor Relations Desk Guide**  
**LR01.DG**



**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

**PART VII – DRAWINGS & PERMITS**

**DRAWINGS**

<b>INDEX OF SHEETS</b>	
1	Cover Sheet
2	Key Map
3	Phasing Plan
<b>Sewer Main Construction</b>	
4	Mono Drive - STA: 10+00 to 14+00
5	Mono Drive - STA: 14+00 to 19+20
6	Mono Drive - STA: 19+20 to 24+40
7	Mono Drive - STA: 24+40 to 28+95
8	Santa Rita Avenue - STA: 15+01 to 19+00
9	Santa Rita Avenue - STA: 19+00 to 21+56
10	Tenaya Drive - STA: 22+30 to 25+10
11	Tenaya Drive - STA: 25+10 to 27+49
12	Del Mar Court - STA: 24+81 to 29+30
13	Santa Rita Avenue - STA: 115+01 to 119+21
14	Santa Ana Avenue - STA: 19+98 to 22+23
15	Santa Ana Avenue - STA: 119+98 to 124+48
16	S Santa Cruz Avenue - STA: 24+95 to 27+00
17	Santa Cruz Avenue - STA: 124+95 to 129+35
18	Santa Rita Avenue - STA: 10+00 to 14+17
19	Yosemite Main (Alley 2036) - STA: 10+00 to 14+17
20	Benson Avenue - STA: 10+00 to 12+90
21	Benson Avenue - STA: 12+90 to 15+97
22	Canals1Reet - STA: 16+50 to 20+73
23	S Santa Cruz Avenue - STA: 20+73 to 24+90
24	S Santa Cruz Avenue - STA: 24+90 to 27+22
25	Oregon Drive - STA: 08+97 to 11+33
26	Canal Street - STA: 115+97 to 118+38

27	Block 2068 Alley - STA: 18+36 to 19+54
28	S Santa Cruz Avenue - STA: 120+73 to 124+18
29	Block 2066 Alley - STA: 23+17 to 27+00
30	Block 2066 Alley - STA 27+00 to 29+89
31	Tenaya Drive - STA: 124+42 to 127+36
32	Tenaya Drive - STA: 24+42 to 27+00
33	Tenaya Drive - STA: 27+00 to 30+57
34	Block 2065 Alley - STA: 27+26 to 29+80
35	Page Court - STA: 30+49 to 35+08
36	Mono Drive - STA: 27+18 to 31+57
37	Mono Drive - STA: 26+40 to 30+80
38	Mono Drive - STA: 30+80 to 35+20
39	Mono Drive - STA: 35+20 to 39+21
40	Tenaya Drive - STA: 21+60 to 25+05
41	Block 2012 Alley - STA: 23+98 to 26+66
42	Tenaya Drive - STA: 21+30 to 26+90
43	Tenaya Drive - STA: 26+90 to 32+30
44	Tenaya Drive - STA: 32+30 to 34+67
45	Empire Avenue - STA: 31+75 to 36+13
46	Angle Lane - STA: 34+49 to 39+09
47	Thrasher Avenue - STA: 25+18 to 28+48
48	Block 2106 Alley - STA: 10+00 to 12+10
49	Empire Avenue - STA: 10+00 to 14+00
50	Empire Avenue - STA: 14+00 to 18+00
51	Empire Avenue - STA: 18+00 to 20+69
52	Tioga Drive - STA: 11+23 to 15+36
53	Thrasher Avenue - STA: 15+36 to 19+80
54	Thrasher Avenue - STA: 19+80 to 23+56
55	S Conejo Avenue - STA: 10+00 to 12+54
56	S Conejo Avenue - STA: 12+54 to 17+30
57	S Conejo Avenue - STA: 17+30 to 21+24
58	Trench Restoration Details
<b>Sewer Trench Surface Restoration</b>	
59	Mono Drive - STA 10+00 to 24+30

60	Mono Drive - STA. 24+30 to 39+30
61	Mono Drive - STA. 39+30 to 47+25
62	Tenaya Drive - STA. 10+00 to 24+50
63	Tenaya Drive - STA. 24+50 to 37+70
64	Tenaya Drive - STA 37+70 to 43+50
65	Del Mar Court - STA. 10+00 to 15+93
66	Canal Street - STA 10+00 to 18+02
67	Page Court & Tioga Drive - STA. 10+00 to 14+97
68	Santa Rita Avenue - STA. 18+00 to 33+97
69	Santa Ana Avenue - STA. 10+00 to 22+00
70	Santa Cruz Avenue - STA. 10+00 to 26+90
71	Santa Cruz Avenue - STA. 26+90 to 31+00
72	Benson Avenue - STA. 10+00 to 15+91
73	Thrasher Avenue - STA. 10+00 to 22+50
74	Empire Avenue - STA. 10+00 to 27+45
75	S Conejo Avenue - STA 10+00 to 21+18
D1	Detail Sheet 1
D2	Detail Sheet 2

## PERMITS

- Stanislaus County Encroachment Permit
- City of Modesto Encroachment Permit
- **Caltrans Encroachment Permit:** Stanislaus County Public Works Department has applied for Caltrans Encroachment Permit for two locations in the vicinity of Yosemite Blvd (State Highway 132) at intersections with Santa Rita Ave (see plan sheet 18 and 68) and S Santa Ana Ave (see plan sheet 19 and 69). See attached draft exhibit submitted for Caltrans Encroachment Permit. Currently Caltrans is reviewing the Encroachment Permit application to the attached exhibit mat be amended once Caltrans issues Encroachment Permit.

The following exhibit is letter sized version of draft exhibit for Caltrans Encroachment Permit. Note, this is only draft exhibit prepared for Caltrans Encroachment Permit application purposes. Once Caltrans issues Encroachment Permit, the exhibit might be revised and there might be additional requirements.

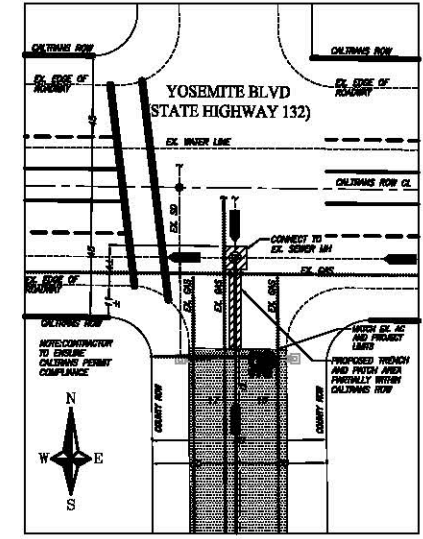
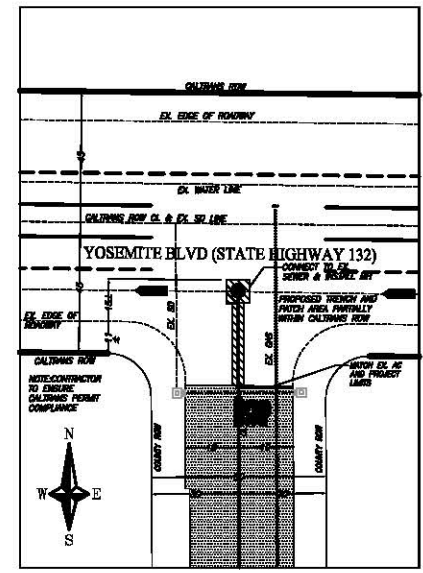
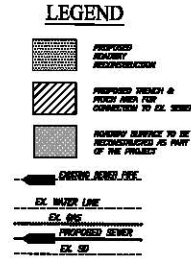
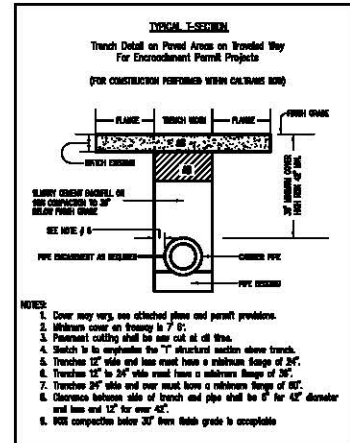
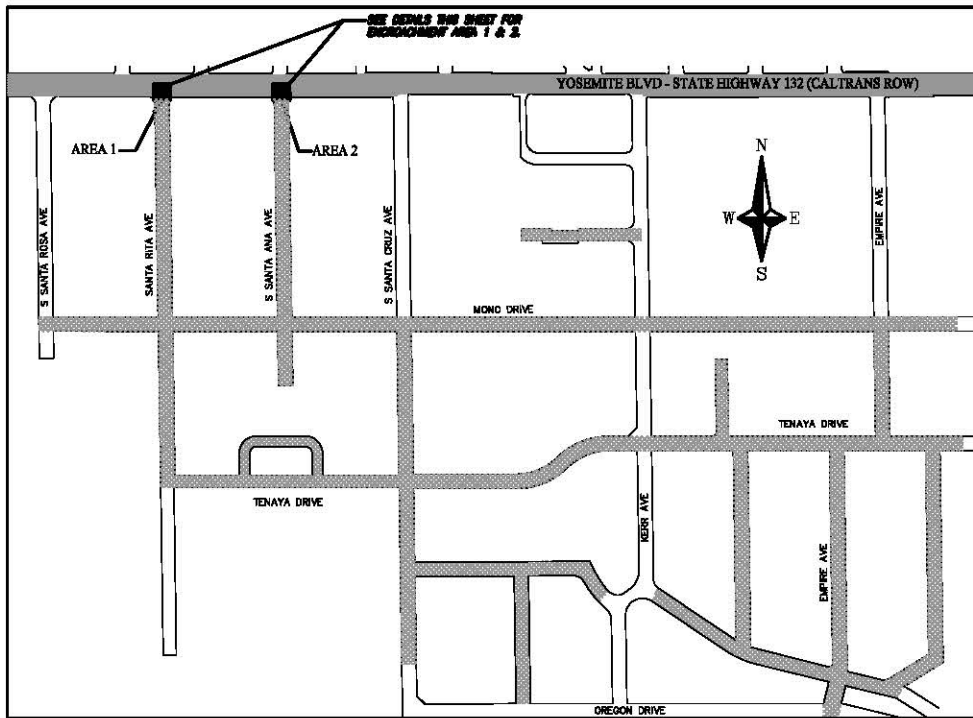
# STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS

## PLANS FOR THE CONSTRUCTION OF

### AIRPORT NEIGHBORHOOD SEWER IMPROVEMENT PROJECT

DRAFT

DIRT	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
10	STA	132	10.05	1	1



DATE	DESCRIPTION

**STANISLAUS COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 1774 VETERANS AVE - STOCKTON, CA 95210



CALTRANS ENCROACHMENT PERMIT  
 AIRPORT NEIGHBORHOOD  
 SEWER IMPROVEMENT PROJECT  
 STOCKTON, CALIFORNIA

JOB NO.	2023
DATE	10/18/2023
DR. BY	J.R.
SCALE	AS SHOWN
REVISIONS	

SHEET NUMBER  
**1**  
 OF 1 SHEETS