



CITY OF VICTORVILLE

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

ASBESTOS & LEAD ABATEMENT & DEMOLITION

PROJECT # ES15-001

Bid Opening Date:

October 16, 2014

@ 2:30 P.M.

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SECTION A

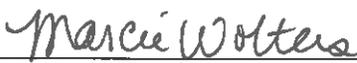
SPECIAL PROVISIONS

CITY OF VICTORVILLE
SECTION A - NOTICE INVITING BIDS
ASBESTOS & LEAD ABATEMENT AND DEMOLITION, PROJECT # ES15-001

- A-1 NOTICE IS HEREBY GIVEN - Sealed bids will be received by the Purchasing Agent of the City of Victorville, California, for the **Asbestos & Lead Abatement & Demolition, Project # ES15-001** as described in the specifications Section C.
- A-2 DESCRIPTION OF WORK - The complete and other related work for the **ASBESTOS & LEAD ABATEMENT & DEMOLITION Project # ES15-001**. The work shall include, labor, tools, finishing, clean up, and incidentals required for the proper completion of the work. *This project is funded through Community Development Block Grant (CDBG) funds and all federal rules and regulations pertaining to CDBG funds shall be enforced.*
- A-3 PRE-BID MEETING / JOB WALK - A MANDATORY pre-bid meeting and job walk has been scheduled for all prospective bidders. The meeting will be held on **September 25, 2014, at 10:00 a.m. at City of Victorville City Hall, at 14343 Civic Drive, Victorville, CA, 92392, Conference Room A (located on the first floor)**, with a job walk at all of the sites included in this project. This meeting has been scheduled to answer questions, allow measurements to be taken, indicate specific details required in this bid, and permit prospective bidders an opportunity to investigate and fully acquaint themselves with existing conditions so they may understand all factors involved in the execution of this project.
- A bid received from a Contractor who is not represented by a duly authorized agent at the pre-bid meeting and job-walk shall be considered non-responsive and rejected from further contract award consideration.
- A-4 SEALED BIDS - Notice is hereby given that sealed bids will be received by the Purchasing Agent of the City of Victorville **until October 16, 2014, at 2:30 p.m., PST, in City Hall Finance Conference Room**, at which time the bids will be publicly opened by the City Clerk and read aloud for the work to be done as described in the document entitled "**Specifications and Contract Documents for Asbestos & Lead Abatement & Demolition, Project ES15-001.**" *E-mailed and faxed bids will not be accepted.*
- A-5 OBTAINING BID PROPOSAL FORMS - The Bid Proposal Form, together with a copy of this Notice Inviting Bids, the Instructions to Bidders, the City of Victorville Specifications for the item(s) to be furnished, and any/all applicable addenda, may be obtained from the City of Victorville Web Page, <http://ci.victorville.ca.us> under the heading "Purchasing Bids."
- A-6 BOND REQUIREMENTS - Bids must be accompanied by a Bidder's Bond in the form of a certified or cashier's check or a Corporate Surety Bond in an amount not less than ten percent (10%) of the bid amount. The contract for this work will require a Faithful Performance Bond in the amount of one hundred percent (100%) of the bid amount and a Payment Bond in the amount of one hundred percent (100%) of the bid amount.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE

Dated: September 9, 2014



/s/ Marcie Wolters, Deputy City Clerk

CITY OF VICTORVILLE
SECTION A - INSTRUCTIONS TO BIDDERS
ASBESTOS ABATEMENT DEMOLITION, PROJECT # ES15-001

CONTACTS (Questions Regarding):

Procurement Process:

Elizabeth Salcido, Purchasing Technician

Phone: (760) 243-6371; Fax: (760) 269-0045

Address: 14343 Civic Drive, Victorville, CA 92392

Email: esalcido@victorvilleca.gov

Technical Requirements:

Jorge Duran, Code Enforcement Manager

Phone: (760) 243-6309

Email: jduran@victorvilleca.gov

CDBG Requirements:

Tamara Torres, Redevelopment Housing Manager

Phone: (760) 243-1923

Email: ttorres@victorvilleca.gov

Liliana Collins, Management Technician

Phone: (760) 243-6312, Fax (760) 269-0080

Email: lcollins@victorvilleca.gov

The work embraced herein shall be done in accordance with these Specifications and the Special Provisions as listed herein.

1. DEFINITIONS

Wherever in the Specifications, Special Provisions, Notice Inviting Bids, Proposal, Contract or other contract documents, the following terms are used, the intent and meaning shall be as follows:

- a. City, or Owner: The City of Victorville, California
- b. Director: The Acting Director of Development of the City of Victorville
- c. Contractor: The party of the Second Part entering into contract with the City of Victorville, California, for furnishing of material and the performance of work required by these specifications, and including their duly authorized agents acting severally within the scope of their authorities
- d. Notice to Contractors: Notice Inviting Bids
- e. Subcontractor: A secondary Contractor who performs at the site of the work some part of the Contractor's obligation under the contract.

2. PROPOSAL REQUIREMENTS AND CONDITIONS

Bidders shall visit the site and take other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from the responsibility for estimating correctly the difficulty or cost of successfully performing the work. The City will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

A bid proposal form is included herein. Additional bid proposal forms may be obtained from the Purchasing Section of the Finance Division, City of Victorville or by calling **Elizabeth Salcido at (760) 243-6371**. The City is not, nor shall be deemed liable, for any costs incurred by bidder in the preparation, submittal, or presentation of their bids.

Any prospective bidder desiring an explanation or interpretation of the solicitations, drawings, specifications, etc., must request it in writing to the Purchasing Section, **no later than 2:00 p.m., October 9, 2014** to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

3. EVALUATION OF BIDS, AWARD AND EXECUTION OF CONTRACT

The City of Victorville reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding, and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; length and nature of warranties; anticipated length of life of materials; past experiences of the City of Victorville with the bidder; references from other owners, developers, or municipalities regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.

Bids will be received at the Office of the Purchasing Agent for the City of Victorville, 14343 Civic Drive, Victorville, California, 92392, until **2:30 p.m. PST, on October 16, 2014**, at which time and place, the bids will be publicly opened and read aloud, in the **City Hall Finance Conference room (located on the second floor)**, by the City Clerk. **Bids will be submitted in sealed envelopes that are clearly marked "Bid Proposal Form: Asbestos & Lead Abatement & Demolition Project # ES15-001," as well as the business name.**

City hereby gives notice to all bidders that bids received after the time/date stated in the Notice Inviting Bids will not be accepted and will be returned unopened to the bidder. The time/date shall be governed by the "atomic" clock located in the Finance Division Conference Room located in City Hall. The outside envelope shall be marked to the attention of the Purchasing Agent. All bids submitted shall be on the Bid Proposal Forms provided. Contractor shall complete and return one (1) original and one (1) copy of their bid. **Faxed and/or emailed bids will not be accepted.**

Bids may not be withdrawn for a period of forty-five (45) days after date set for opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the Bid Bond, as the case may be.

The City of Victorville further reserves the right to award the contract to other than the lowest bidder

if such action is deemed to be in the best interest of the City of Victorville. The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Bid Proposals. The Contractor's signature on the Bid Proposal form shall constitute a commitment on the part of the bidder to perform the work in a workmanship manner as set forth in the Bid Proposal Form, the Instructions to Bidders, the Specifications, and the Notice Inviting Bids. The bidder to whom the contract is awarded shall be notified upon approval of the contract by the Purchasing Section. The Instructions to Bidders, the Notice Inviting Bids, the Bid Proposal Form, and the City of Victorville Specifications, together with any plans and/or attachments, shall all be considered as part of the contract between the City and the Contractor to whom a Purchase Order is issued.

The City of Victorville further reserves the right to award the contract to other than the lowest Bidder and the right to split the order if such action is deemed to be in the best interest of the City.

4. **INSURANCE**

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto)
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance

Course of Construction /Inland Marine Insurance for Work on Site. The Contractor shall purchase and maintain insurance to the full contract and insurable value thereof, commonly referred to a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

a. **Comprehensive General and Automobile Liability Insurance**

Contractor shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance, of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents, and independent contractors. Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, Commercial Vehicle Liability Insurance covering person injury and property damage, of not less than One Million Dollars (\$1,000,000.00) combined single limit, covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

b. Workers' Compensation Insurance

1. Contractor shall procure and maintain at its' own expense, during the Term of this Agreement, Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.
2. If any class of employees employed by the Contractor, pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.
3. Course of Construction/Inland Marine Insurance Completed Value of the project including owned, leased and rented equipment. This insurance shall include the interest of the City, its officers, officials, employees, agents and volunteers. Contractor and subcontractors and will cover their Work at the site and all materials, supplies, equipment, machinery and apparatus entering into the construction of the Work site.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention that pertains to the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insured's. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors, and subcontractors.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City. In the case of non-payment, ten (10) days' advance written notice shall be given.

Course of Construction Policies Shall Contain the Following Provisions

1. City shall be named as loss payee
2. Notwithstanding any inconsistent statement in any required insurance policies of any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insured's
3. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, Contractors and subcontractors

Acceptability of Insurers

Insurance is to be placed with insurers that have a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

The Contractor shall include all subcontractors as insured under the policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5. **BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

The Contractor shall begin work by the date specified in the City's letter informing him that the contract has been awarded and shall diligently prosecute the work so that all the work shall be completed before the expiration of **45 calendar days**, including the specified starting date.

Should the Contractor fail to commence work within fifteen (15) calendar days after notification of the starting date or suspend work for a period of five (5) continuous working days after work has begun, the City may provide three (3) days written notice, posted on the job site or mailed to the Contractor, to timely prosecute and complete the work or the contract may be terminated and penalties of \$250.00 assessed for administrative costs.

The Contractor shall pay to the City of Victorville, one hundred dollars (\$100.00) per day: first five (5) days, two hundred dollars (\$200.00) per day: six (6) to ten (10) days, three hundred dollars (\$300.00) per day: eleven (11) days and over for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

The contract time shall be extended only by change order for such reasonable time as the Acting Director of Development may determine for: changes ordered in the work, labor disputes, fire, an unusual delay in transportation, unavoidable casualties, acts of God, or causes beyond the Contractor's control.

6. CONTRACT DOCUMENTS

What is called for in any one of the contract documents shall be as binding as if called for in all. The intention of these documents is to require a complete and finished piece of work. The Contractor, at its sole cost and expense, shall perform all labor and services and shall furnish all materials, tools, equipment, and facilities necessary for the proper execution of the work, with the exception of such items as may be definitely stipulated in the Specifications or on the Plans furnished by the City. Anything shown on the Plans and not in the Specifications, or in the Specifications and not on the Plans, shall be performed by the Contractor as though shown on both the Plans and the Specifications.

The Contract Documents shall consist of the Notice Inviting Bids, Instructions to Bidders, Accepted Proposal, Bid Proposal Form(s), Proposer Identification, List of Subcontractors, Questionnaire, the Contract, Worker's Compensation Certificate, Non-Collusion Affidavit, Faithful Performance Bond, Bidder's Bond, Guaranty Bond, Payment Bond and the Specifications. All additions, deletions, modifications, appendices, and all agenda as prepared prior to the date of this bid opening, setting forth any modifications or interpretations of any of said documents are hereby incorporated in and made part of the Contract Documents; all of which are hereby made a part of the Instructions to Bidders.

7. AUTHORITY OF THE DIRECTOR OF DEVELOPMENT

The contract consists of Specifications, Submission Certificate, Proposal, Bid Proposal, Proposer Identification, Workers' Compensation Certificate, Contractor's Qualification Statement, Bidder's Bond, addenda Acknowledgement, Guaranty Non-Collusion Affidavit, Signature Authorization, Faithful Performance Bond, Payment Bond, and any and all schedules and attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern. Any differences or conflicts which may arise between the Contractor and any other Contractors also under the contract administration of the Acting Director of Development, or the designee, shall be arbitrated by the Acting Director of Development

8. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work in order to secure the safety of the workmen, the quality of work required,

and the stipulated rate of progress. It shall be the Contractor's responsibility to perform the work strictly in accordance with the Specifications and original contract drawings and any revisions as may be made therein by the Acting Director of Development, or the designee, from time to time in the form of revised contract drawings or written change orders issued.

The Contractor shall assume the defense of and indemnify and save harmless the City, its officers and agents from all claims of any kind arising from its own negligence or that of its agents in the performance of the contract.

The Contractor shall be responsible for the custody of any material furnished for the care of all the work until its completion and final acceptance, and Contractor shall, at Contractor's own expense, replace damaged or lost material and repair damaged parts of the work, or the same may be done at Contractor's expense by the City.

During the progress of the work, the Contractor shall keep the premises, occupied by, in a neat and clean condition, and free from any unsightly accumulation of rubbish. Contractor shall remove from the vicinity of the completed work all plant, building, rubbish, unused materials, concrete forms, and equipment belonging to Contractor or used under Contractor's direction during construction, and in the event of failure to do so, the same may be removed by the City at the expense of the Contractor.

The work embraced herein shall be completed in accordance with the Plans and the Special Provisions, the City of Victorville Standard Specifications for Public Improvements, and the Standard Specifications. In case of conflict between the Plans, the Special Provisions, the City of Victorville Standard Specifications for Public Improvements, the Standard Specifications and the Standard Plans, the Plans shall be controlling first, then the Special Provisions, then the City of Victorville Standard Specifications for Public Improvements should control next and be used in lieu of such conflicting portions.

9. **PREVAILING RATE OF WAGES – FEDERAL WAGE RATE REQUIREMENTS**

This project is funded with Community Development Block Grant (CDBG) funds, awarded by the City of Victorville and provided by the Department of Housing and Urban Development (HUB), and is subject to the Davis-Bacon Act. The David-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) on Federally funded projects in excess of \$2,000.00.

The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract a wage not less than the highest wage applicable for their work classification, as specified in the **Federal General Wage Decision Number CA100028, dated August 29, 2014** and attached hereto and made a part of this notice. This wage decision can be downloaded from <http://www.access.gpo.gov/davisbacon/>. Bidders are responsible for using the correct wage decision. An error on the part of any awarding body does not relieve the contractor from the responsibility for payment of the correct prevailing wage and penalties, pursuant to the provisions and sections of Labor Code (1770-1776).

The Federal wage determination that is in effect on the date of the bid opening, as long as the contractor is awarded within 90 days, locks in that Federal Wage Decision for the entire duration of the project. If a new modification is published within the 10 day grace period (prior to bid opening date) this office would not be required to enforce it.

If the contract is not awarded within the 90 day period, the date of the Execution of the Contract or start date for construction, whichever occurs first, would be the date used in determining the

applicable Federal Wage Decision.

NOTE: A CERTIFIED PAYROLL, DAILY SIGN-IN SHEETS AND LIEN RELEASES are required with each invoice to the City. Payment of the invoice may be delayed when a certified payroll, daily sign-in sheets and/or lien releases are not included with the Contractor's invoice. An error on the part on any awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code (1770 - 1776).

10. **FEDERAL LABOR STANDARDS PROVISIONS**

The Federal Labor Standards Provisions (HUD 4010), attached hereto and made a part of this notice, describe the responsibilities of the contractor concerning the payment of prevailing wages. To obtain more information regarding the payment of prevailing wages, A Contractor's Guide to Prevailing Wage requirements for Federally-Assisted Construction is available on HUD's web page at, <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

11. **SECTION 3 CLAUSES**

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 assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly person who are recipients of HUD assistance for housing. The prime Contractor and all subcontractors are required to comply with and include Section 3 clauses in all their contracts and subcontracts. (The City of Victorville's Redevelopment Housing Manager will review and explain all HUD requirements and handout the "Contractor's Guide to Davis Bacon" at the scheduled pre-bid meeting).

12. **VICTORVILLE 15 DEVELOPMENT CODE 16-5.14.010 through 16-5-14.080**

Construction Site Maintenance and Trash Containment

There shall be containment of trash, rubbish and debris on a routine, continuous basis for each construction sites, and there shall be no loose materials permitted to accumulate on the sites or to be carried away by wind or water. The City Building Official shall have the authority to require additional dust, trash or water run-off measures if necessary to protect life or property.

1. Soils Engineering Report, if required, the building official shall require a solids engineering investigation, based upon the most recent grading plan. The report shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading procedures, design criteria for corrective measures and other data required by the building official. Soils investigation shall be prepared and signed by a registered solids engineer and approved by the building official.
2. Geological Engineering Report, if required, the building official shall require and engineering geological investigation for a hillside development and may require one for other grading work. The geological engineering report, prepared and signed by an engineering geologist, shall include an adequate description of the geology of the sites and conclusions and recommendations regarding the effect of geological conditions of the proposed development. The report must be approved by the

building official who may require supplemental geological reports and data. Recommendations included in the report and approved by the building official shall be incorporated into the grading plan.

3. Wind Generated Soil Erosion, if required, the building official shall require the owner/contractor to provide a proposal for sufficient control and wind-born soil and dust during and after all grading operations.
 4. Development Permit and Tract Map Requirements. No authorization shall be granted for the import and export of earth materials to or from sites nor shall any grading be conducted on a site (s) unless a grading permit has been issued. As a condition for a development, the planning commission may limit the height, angle and design of any such as contour grading and additional landscaping (Section 13.02.240) to mitigate the adverse environmental impact created by a development project.
- C. Modifications of Approved Plans. Modifications of approved grading plans shall be approved in writing by the building official. Required soils and geological reports shall be submitted with the modified plans. No grading work in connection with the proposed modifications shall be permitted without the prior written approval of the soils engineer.
- D. Waivers, if required, the building official may waive the requirement for a contour map or subsurface exploration if it is determined to be unnecessary, but the work must conform to the provisions of this chapter and other relevant laws.

13. SPECIFICATIONS

The Contractor shall keep at the work site a copy of the Specifications and shall at all times provide the Acting Director of Development or the designee, access thereto.

The Contractor shall check all dimensions and quantities on the drawings or schedules herein contained and shall notify the Acting Director of Development, or the designee, of all errors therein which may be discovered by examining and checking the plans. Contractor shall not take advantage of any error or omission in these Specifications, or in the drawings or schedules, but should such error or omission be discovered, the Contractor shall obtain instructions from the Acting Director of Development, or the designee, and the Contractor shall carry out such instructions as if originally specified.

All Federal and State laws and all County and City ordinances and regulations now imposed by competent authority and relating to any materials and/or permits required to be furnished under these Specifications and work required to be done hereunder shall be deemed to be and hereby are made controlling and part of these Specifications.

The work embraced herein shall be completed in accordance with the Plans and the Special Provisions, the City of Victorville Standard Specifications for Public Improvements, and the Standard Specifications. In case of conflict between the Plans, The Special Provisions, the City of Victorville Standard Specifications for Public Improvements, the Standard Specifications and the Standard Plans, the Plans shall be controlling first, then, the Special Provisions, then, the City of Victorville Standard Specifications for Public Improvements should control next and be used in lieu of such conflicting portions.

14. **TRESPASS**

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

15. **SAFETY, SANITARY, AND MEDICAL REQUIREMENTS**

The Contractor, Contractor's employees, subcontractors, and their employees, shall promptly and fully carry out the existing safety, sanitary, and medical requirements as prescribed by the Division of Industrial Safety and by County or State Health Departments to the end that proper work shall be done, and the safety and health of the employees and of the community may be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Acting Director of Development at the Contractor's expense.

16. **WATER AND POWER**

Unless otherwise provided in the Special Provisions, the Contractor shall provide, at Contractor's expense, all necessary water and power required for operations under the Contract. During the progress of the work, Contractor shall ensure that existing facilities, fences, and other structures are adequately protected and, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the City. The City will assist the Contractor, at his specific request, in locating existing utilities.

17. **PROTECTION OF EXISTING UTILITIES**

The Contractor shall call Underground Service Alert (USA) at (800) 422-4133, two (2) working days in advance of beginning work so they can mark utilities. Whenever the improvement requires the relocation or replacement of an existing utility under the Contract, this information will be shown on the Plans. Unless this notation is shown on the Plans, the Contractor shall assume that the utility is to remain in place or be relocated or replaced by others.

The Contractor is responsible for the protection of any utilities and for any damage to any such utility during the prosecution of the work. Any damage to a utility shall be repaired to the satisfaction of the organization owning the facility. The City reserves the right, if so requested by the owning utility, to permit the owning utility to repair such damage, and all expenses of whatever nature arising from such damage shall be borne by the Contractor.

18. **GUARANTY AND BONDS**

A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the Proposal.

The Contractor, simultaneously with execution of the Contract, shall furnish a surety bond in an amount equal to one hundred percent (100%), of the contract price as security for the faithful performance of the Contract, and a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170.

Full compensation for furnishing the guaranty and bonds will be considered as included in the

contract price or prices paid for the items or work involved and no additional compensation will be allowed therefore.

19. **SUBCONTRACTING**

In accordance with the requirements of these Specifications, each bidder shall list in their Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract a portion of the work and shall list each subcontractor, licensed by the State of California and the City of Victorville, proposed by the bidder to specially fabricate and install a portion of the work. Said list shall include for each subcontractor: Name of Subcontractor, Subcontractor's license number and classification, percentage (%) of total contract to be completed by subcontractor, and description of the portion of work which will be done by each subcontractor.

A sheet for listing the subcontractors, as required, is included in the Proposal. The list must be completed in its entirety. If there are no subcontractors, the list shall be included in the Proposal as required, with "None" stated on the list.

The contractor shall perform with its own organization contract work amounting to not less than 5 percent (5%) of the total original contract price, excluding any specialty items designated by the City. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the amount of work required to be performed by the contractor's own organization.

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the price 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, assignee, or agent of the prime contractor.
- 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 on the contract as a whole and in general are to be limited to minor components of the overall contract.

20. **PERMITS AND LICENSES**

The prime Contractor and all subcontractors shall obtain all necessary licenses and permits, including business licenses, and encroachment permits from the City for all work in public right-of-way to accomplish the work.

The successful bidder must be licensed by the Contractors State License Board and hold a Class A (general engineering) or B (general contractor) or C-21 Licenses, as well as meet all requirements for certification for asbestos (ASB certification) and other hazardous substances (hazardous waste certification) as regulated by the United States Department of Labor, Federal Occupational Health and Safety Administration, and the California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH) and CSLB.

The Contractor shall obtain all required permits prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of the City of Victorville and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the appropriate department within the City.

21. CONSTRUCTION EQUIPMENT

Contractor shall erect, equip, and maintain all construction equipment in strict accordance with all applicable statutes, laws, ordinances, rules and regulations of the Owner or other authority having jurisdiction. Hoists and scaffolding shall be installed and erected in accordance with the latest Construction Safety Orders issued by the Division of Industrial Safety, State of California, and the Associated General Contractors "Manual of Accident Prevention in Construction," latest edition.

Scaffolding, staging, runways, and similar equipment required for prosecution of the contract shall be provided and maintained by the Contractor. Hoist and construction elevators required for prosecution of the contract shall be provided and maintained by the Contractor, complete with operators, power, and signals, as required. Contractor shall provide, maintain, and remove upon completion of work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, barricades around openings and excavations, ladders between floors, fences, and all other temporary work as required for all work hereunder.

22. PAYMENT

On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date. Each payment request shall be accompanied by the updated progress schedule indicating progress achieved to that date.

Upon approval by the Acting Director of Development, or the designee, of the Contractor's estimate of work completed, the City will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of five (5) percent and less the total of all previous payments.

In preparing estimates, the material delivered on the site, preparatory work done, and the cost of bonds and insurance paid may be taken into consideration.

The making of any payment to the Contractor under this Contract shall not relieve the Contractor of its obligation hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the City such completed work, finished product or structure as is specified in the Contract, at the time or times specified, and until this Contract is fully performed by the Contractor and the work, product, or structure produced thereby is accepted by the City, the Contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be damaged, lost, stole, or otherwise injured in any way; provided, however, that with respect to any major unit of the type mentioned in this section, this particular obligation of the Contractor will terminate upon the completion of the Contract and acceptance by the City of such major unit, and provided further that all work, any structure, materials, and equipment covered by any partial payment is made.

When a "Notice to Withhold" is served upon the City, pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the Contractor in support of a claim resulting from default by the Contractor in payment for labor or materials used in the execution of this Contract, the City will withhold from payments due the Contractor, an amount of money equal to the amount of the claim stated in the "Notice to Withhold," and an additional amount equal to twenty-five percent (25%) of the amount of said claim to defray any costs of litigation in the event of court action on the claim, for a total withholding of one and one-quarter (1¼) times in the stated amount of the claim.

The Contractor will be required, in requests for payment, to certify, under penalty of perjury, the

following:

- a. No workmen were required or permitted to work more than eight (8) hours in any one calendar day, except in cases of emergency, and except as provided by law.
- b. Not less than the prevailing rates, as set forth in the Contract for this work, have been paid all laborers, workmen, and mechanics employed to perform this work.
- c. There were no substitutions of subcontractors, no assignment or transference of subcontractors, except as approved by the Director of Development, or the designee.
- d. All of the provisions of the Victorville Municipal Code, pertaining to non-discrimination in employment have been complied with.
- e. The Record Drawings maintained on the job have been noted with all changes made subsequent to the previous request for payment.
- f. The Map and Drawings have been submitted and approved by the Contractor or the Consultant, Acting Director of Development, or the designee, as applicable.

The City shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payrolls, Form WH 348, have been properly completed and submitted on a weekly basis, for each week worked or idle during the time period covered by said payment request.

If payments are to be made for materials or equipment not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditional upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City to establish the City's title to such materials or equipment or otherwise protect the City's interest, including applicable insurance and transportation to the site.

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment will pass to the City of Victorville upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances - hereinafter referred to in this section as "liens"; and that no work, materials or equipment covered by a request for payment will have been acquired by the Contractor, or by any other person performing the work at the site or furnishing materials and equipment to the project.

23. DELAYS AND EXTENSIONS OF TIME

When delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in this section. Such unforeseen events may include war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, or labor, required extra work, or other specific events as may be further described.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnished documentary proof to the Acting Director of Development of the inability to obtain such materials in a timely manner in accordance with the sequence of the

Contractor's operations and the approved construction schedule.

When delays, beyond the Contractor's control, are caused by events other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Acting Director of Development to be in the best interest of the City, an extension of time may be granted, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in this section.

When delays, beyond the Contractor's control, are caused solely by action or inaction by the City, such delays will entitle the Contractor to an extension of time as provided in this section.

Extensions of time, when granted, will be based upon the effect of delays to the work and will not be granted for non-controlling delays to minor portions of the work unless it can be shown that such delays did or will delay the progress of the work.

The Contractor will be compensated for damages incurred due to delays for which the City is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the Contract was awarded to the Contractor. Such actual costs will be determined by the Acting Director of Development. The City will not be liable for, and in making this determination, the Acting Director of Development will exclude all damages which the Acting Director of Development determines the Contractor could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or site.

If the Contractor desires payment for a delay, or damages, or an extension of time, as specified in this section, the Contractor shall, within two (2) days after the beginning of the delay/damages, file with the City a written request and report as to the cause and extent of the delay and an itemized request for payment, if applicable. Failure, by the Contractor to file these items within the times specified, will be considered grounds for refusal by the City to consider such request.

24. **FINAL ESTIMATE, PAYMENT, AND ACCEPTANCE OF THE WORK**

Upon completion of the work, and following final inspection and acceptance of the work by the City, the Contractor may request final payment for the work by submitting the appropriate invoices and lien releases. Subsequently, the City will make final payment, excluding all amounts to be retained, as provided in the section entitled "Payment". In case of default by the Contractor, the retention shall be retained by the City, as liquidated damages, as provided in the paragraph relating to suspension of Contract in the section entitled, "Beginning of Work, Time of Completion, and Liquidated Damages". The amount withheld for retention shall be due and payable to the Contractor, except such amounts as prescribed by law to be withheld by Notices of Stop Payment, at the expiration of thirty-five (35) days from the date of recording of the Notice of Completion.

25. **NOTICES**

Any notices required to be given under the terms of the Contract shall be effective upon the mailing thereof by registered or certified United States mail, return receipt requested, postage prepaid and addressed to: Purchasing Section, City of Victorville, 14343 Civic Drive, Victorville, California, 92932.

26. **TERMINATION FOR CONVENIENCE**

The City of Victorville may, by written notice, terminate this contract in whole or in part, when deemed in the City's interest. Upon termination of this contract, the City of Victorville shall only be

liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

27. **TERMINATION FOR DEFAULT**

In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) calendar days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) calendar day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) calendar days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

28. **WORK NOT LISTED IN PROPOSAL**

It is the intent of the plans, specifications, and contract documents to provide for the complete asbestos and lead removal and demolition unless otherwise specifically provided. Except for authorized changes in the work, payment for said complete project will be made only on the basis of the contract items of work stated in the proposal. All other work, including the labor, materials, tools, equipment, and incidentals, provided for in the plans, specifications and contract documents, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation of the Contractor and payment therefore shall be considered included in the prices paid for the various contract items of work listed in the proposal.

Each change order shall have the written approval of the Acting Director of Development Department, and the Chief Financial Officer of the Administrative Services Department, Finance Division, prior to beginning the work referenced by said change order. Work shall not begin until the issuance of a Notice to Proceed in the form of a Purchase Order revision.

29. **ATTORNEY'S FEES**

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

30. **DISPUTES**

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association. The parties may agree to some other form of alternative dispute resolution. Should

either party file a court action to resolve any dispute pertaining to this Agreement, any court action shall be initiated in the County of San Bernardino.

31. **PROHIBITED INTEREST**

No member, officer, or employee of the City of Victorville or of a local public body shall have any interest, direct or indirect, in this contract of the proceeds thereof during his tenure or for one year thereafter. Furthermore, the parties hereto covenant and agree to their knowledge no board member, officer or employee of the City of Victorville has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Victorville, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

32. **SMALL BUSINESS AND MINORITY/WOMEN BUSINESS OWNED**

The City of Victorville encourages all businesses, including small business, minority and women-owned businesses that can provide the desired product or service, to submit proposals. If you are currently certified as small business, minority or women-owned businesses, please include a copy of your certification letter along with your bid proposal response. The City of Victorville hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the bid proposals for award of contract.

33. **ENTIRE AGREEMENT**

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

34. **NON-COLLUSION AFFIDAVIT**

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

35. **INDEMNIFICATION**

Notwithstanding the limits of any insurance, Contractor shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or

liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b. Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless therefore;
- c. In the event the City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- d. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Resource Conservation and Recovery Act of 1976 (RCRA), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

36. **FEDERAL, STATE, AND LOCAL LAWS**

The Contractor and all subcontractors shall comply with all applicable federal, state, and local laws, rules and regulations. This project is funded through Community Development Block Grant (CDBG) funds and all federal rules and regulations pertaining to CDBG funds

37. **AFFIRMATIVE ACTION**

The City of Victorville hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing and bid proposal for award of contract.

38. **RECYCLING, SALVAGE, AND LANDFILL DIVERSION**

The City encourages innovative approaches to recycling, reuse, or salvage. The City of Victorville is mandated by the State of California to implement programs to reduce the amount of waste sent to landfill by 50% by the year 2000 and beyond.

In order to comply with this State mandate, the City requires all contractors to fill out the attached “Construction/Demolition Waste Recycling Plan” (C/DWRP, pages 58-59). The plan outlines how the contractor will divert 50% of waste material from the landfill in order to achieve the State goal. At a minimum, contractors must divert scrap metal, concrete, and asphalt.

The successful contractor is also required to complete and submit the attached “Summary Waste Disposal and Diversion Report” (SWDDR, pages 60-61). Weight slips documenting actual amounts disposed and diverted must accompany the SWDDR. The SWDDR must be completed at the conclusion of the project and must be submitted to the contract administrator before final payment will be made.

Contractors who need information on local scrap metal recyclers, asphalt and concrete recyclers, or brush and wood recyclers should contact the City of Victorville Solid Waste Manager at (760) 955-5086.

39. **PUBLIC RECORD**

Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made upon request, unless otherwise marked. The Bidder must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Bidder claims are exempt from disclosure pursuant to the California Public Records Act.

40. **HIRING OF ILLEGAL ALIENS PROHIBITED**

Contractor shall not hire or employ any person to perform work within the City of Victorville or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

41. **EMPLOYMENT OF LOCAL LABOR**

The City of Victorville requests employment of local labor, whenever possible, shall be made in the construction of Development projects receiving public funds. Accordingly, every Contractor and subcontractor undertaking to do work on any such project which is or reasonably may be done as onsite work, shall employ, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is to be located, or qualified persons who regularly reside in the area or in the adjacent or nearby regional areas within the High Desert Region and/or Southern California Region, except:

- a. To the extent that qualified persons regularly residing in the designated area or regional area are not available
- b. For the reasonable needs of any such contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the contract
- c. The Contractor shall give full consideration to all qualified subcontractors referred by the local

municipality, chamber of commerce or construction plan rooms, but is not required to employ any subcontractor referred whom the Contractor does not consider qualified to perform the classification of work required

The payrolls maintained by the Contractor shall contain the following information; employee's full name, address, and social security number as required in the California Department of Industrial Relations form A-1-131 payroll reporting form

The Contractor shall include the provisions of this condition in every subcontract for work which is, or reasonably may be, done as on-site work.

42. **TRENCHES OR EXCAVATIONS**

Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- a. Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (1) Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class 11, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.

That, in the event that a dispute arises between the City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

43. **SUBSTITUTION OF SECURITIES**

Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

44. **REPRESENTATIVE OF CONTRACTOR**

The following principals of Contractor are hereby designated as being the principals and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith; it is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to

personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the City.

45. **PROHIBITION OF ASSIGNMENT**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of the City.

46. **INDEPENDENT CONTRACTOR**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent Contractor of the City and shall remain at all times as to the City a wholly independent Contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

47. **OWNERSHIP OF DOCUMENTS**

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its' own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to the City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify the City for all damages resulting there from.

48. **UNFAIR BUSINESS PRACTICE CLAIMS**

In entering into a Development contract or a subcontract to supply goods, services or materials pursuant to a Development contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Development contract or

the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

49. **SEVERABILITY**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

50. **WAIVER**

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

51. **APPRENTICES ON PUBLIC WORKS PROJECTS**

The Contractor shall comply with all applicable provision of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on Public Works projects.

52. **DEBARRED LIST**

“No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.”

53. **DRUG-FREE WORKPLACE REQUIREMENTS**

The contractor and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

SECTION B

FEDERAL REQUIREMENTS

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.

(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.

General Decision Number: CA140028 08/29/2014 CA28

Superseded General Decision Number: CA20130028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/17/2014
3	01/24/2014
4	01/31/2014
5	02/21/2014
6	02/28/2014
7	03/07/2014
8	03/14/2014
9	04/11/2014
10	04/25/2014
11	05/09/2014
12	05/23/2014
13	06/06/2014
14	06/20/2014
15	07/04/2014
16	07/11/2014
17	07/18/2014
18	07/25/2014
19	08/01/2014
20	08/08/2014
21	08/22/2014
22	08/29/2014

ASBE0005-002 06/30/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 35.44	19.36
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain		

walls).....\$ 24.34 16.09

ASBE0005-004 06/24/2013

	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)....\$ 16.95		10.23

* BRCA0004-001 05/01/2014

	Rates	Fringes
Bricklayer; Marble Setter		
Los Angeles County.....\$ 37.74		13.85
Orange County.....\$ 36.35		13.22
Riverside & San Bernardino Counties.....\$ 36.96		12.37
Ventura County.....\$ 33.94		14.62

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0004-004 05/01/2014

IMPERIAL

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$ 38.06		15.05

* BRCA0004-009 05/01/2014

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$ 36.13		13.12

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-001 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84

BRCA0018-002 06/01/2014

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 35.14	14.33

BRCA0018-003 06/01/2014

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO &
VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 35.14	14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

CARP0409-003 07/01/2010

	Rates	Fringes
Drywall		
(1) Work on Wood-Framed Single Family Homes, and Wood-Framed Apartment Buildings up to and including 4 Stories		
Drywall Installer/Lather...	\$ 21.00	11.08
Stocker/Scrapper.....	\$ 10.00	6.67
(2) All other Work		
Drywall Installer/Lather...	\$ 37.35	11.08
Stocker/Scrapper.....	\$ 10.00	6.67

CARP0409-004 07/01/2008

Work on wood frame single family homes and apartments up to and
including 4 stories:

	Rates	Fringes
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CARPENTER

Cabinet installer.....	\$ 26.16	9.61
Fence builder.....	\$ 27.78	9.61
Framer & finish carpenter...	\$ 29.55	9.61
Insulation installer.....	\$ 18.00	8.21
Roof loader of shingles.....	\$ 16.32	8.82
Shingler.....	\$ 25.16	9.19
Subterranean garage concrete construction and carpenters performing on grade slab concrete construction.....	\$ 25.13	9.61

CARP0409-009 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

ELEC0011-003 07/28/2014

LOS ANGELES

	Rates	Fringes
ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....	\$ 20.20	9.70

ELEC0011-006 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

	Rates	Fringes
Communications System Installer.....	\$ 28.30	12.43
Technician.....	\$ 30.10	12.48

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding

installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0413-002 09/01/2013

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians.....	\$ 19.00	3%+0.50

WORK AT VANDENBERG AFB: \$3.75 additional per hour.

ELEC0413-004 11/25/2013

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 27.75	12.36
Technician.....	\$ 29.55	12.42

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0440-002 12/31/2013

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 23.00	3%+5.21

ELEC0440-005 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 28.38	4%+11.45
Technician.....	\$ 30.18	4%+11.45

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

 ELEC0441-002 02/24/2014

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 24.71	5.72

 * ELEC0477-003 05/26/2014

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 19.00	3%+9.57

 ELEC0569-003 06/03/2013

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 22.37	3%+3.30

 ELEC0639-002 02/01/2014

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 18.25	5.05

ELEC0639-003 05/26/2014		

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 29.09	11.60
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0952-002 07/28/2014

VENTURA

	Rates	Fringes
CABLE SPLICER		
All work within 32 road miles or less from the nearest base point.....	\$ 43.67	3%+18.35
ELECTRICIAN		
All work within 32 road miles or less from the nearest base point.....	\$ 39.70	3%+18.35

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main
Post Office in the cities of Camarillo, Oak View, Oxnard,
Santa Paula and Ventura.

ELEC0952-004 11/25/2013

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer.....	\$ 27.75	12.36
Technician.....	\$ 29.55	12.42

SCOPE OF WORK: Installation, testing, service and maintenance
of systems utilizing the transmission and/or transference
of voice, sound, vision and digital for commercial,
educational, security and entertainment purposes for the
following: TV monitoring and surveillance, background -
foreground music, intercom and telephone interconnect,
microwave transmission, multi-media, multiplex, nurse call
systems, radio page, burglar alarms and fire alarm (see
last paragraph below).

Communication Systems that transmit or receive information
and/or control systems that are intrinsic to the above
listed systems; inclusion or exclusion of terminations and
testings of conductors determined by their function;
excluding all other data systems or multiple systems which
include control function or power supply; excluding
installation of raceway systems, conduit systems, line
voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside
electrician total cost package.

ELEV0008-004 01/01/2014

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.19	26.785

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.

ELEV0018-004 01/01/2014

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.03	26.785

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.

ENGI0012-001 07/07/2014

	Rates	Fringes
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 40.40	22.25
GROUP 2.....	\$ 41.18	22.25
GROUP 3.....	\$ 41.47	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.83	22.25
GROUP 6.....	\$ 41.94	22.25
GROUP 7.....	\$ 42.06	22.25
GROUP 8.....	\$ 42.23	22.25
GROUP 9.....	\$ 42.40	22.25
GROUP 10.....	\$ 43.40	22.25
GROUP 11.....	\$ 44.40	22.25
GROUP 12.....	\$ 45.40	22.25
GROUP 13.....	\$ 46.40	22.25
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.05	22.25
GROUP 2.....	\$ 39.83	22.25
GROUP 3.....	\$ 40.12	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.86	22.25
GROUP 6.....	\$ 41.83	22.25
GROUP 7.....	\$ 42.08	22.25
GROUP 8.....	\$ 41.94	22.25
GROUP 9.....	\$ 42.19	22.25
GROUP 10.....	\$ 42.06	22.25
GROUP 11.....	\$ 42.31	22.25
GROUP 12.....	\$ 42.23	22.25
GROUP 13.....	\$ 42.33	22.25
GROUP 14.....	\$ 42.36	22.25
GROUP 15.....	\$ 42.44	22.25
GROUP 16.....	\$ 42.56	22.25

GROUP 17.....	\$ 42.73	22.25
GROUP 18.....	\$ 42.83	22.25
GROUP 19.....	\$ 42.94	22.25
GROUP 20.....	\$ 43.06	22.25
GROUP 21.....	\$ 43.23	22.25
GROUP 22.....	\$ 43.33	22.25
GROUP 23.....	\$ 43.44	22.25
GROUP 24.....	\$ 43.56	22.25
GROUP 25.....	\$ 43.73	22.25

PREMIUM PAY:

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

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

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

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

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

 IRON0377-001 07/01/2014

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing and Structural.....	\$ 33.50	26.74

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

LABO0220-003 07/01/2014

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator

(demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster

(nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0220-006 07/01/2014

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO0300-002 07/01/2014

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO0300-004 07/01/2014

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee

bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chuck tender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt

spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0300-006 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0300-007 07/01/2013

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing		
(Chain Link or Wood),		

Landscaping.....	\$ 27.46	16.02
(2) All Other Work.....	\$ 28.46	16.02

LABO0585-002 07/01/2014

Residential, 4 Stories

VENTURA COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet

sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all

types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0585-004 07/01/2014

VENTURA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO0652-002 07/01/2014

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation,

footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the

tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0652-004 07/01/2014

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO0783-003 07/01/2014

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of

cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam

in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0783-006 07/01/2014

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO1184-001 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 31.65	13.33
(2) Vehicle Operator/Hauler.	\$ 31.82	13.33
(3) Horizontal Directional Drill Operator.....	\$ 33.67	13.33
(4) Electronic Tracking Locator.....	\$ 35.67	13.33
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 32.56	16.28
GROUP 2.....	\$ 33.86	16.28
GROUP 3.....	\$ 35.87	16.28
GROUP 4.....	\$ 37.61	16.28

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops;

operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1184-003 07/01/2014

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator

(walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker,

lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

 LAB01184-005 07/01/2014

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

 LAB01414-002 08/07/2013

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 25.45	16.36
Plaster Tender.....	\$ 28.00	16.36
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 27.45	16.36
Plaster Tender.....	\$ 30.00	16.36

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

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, George AFB,
 Marine Corps Air Station-29 Palms, Imperial Beach Naval Air
 Station, Marine Corps Logistics Supply Base, Marine Corps

Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

 PAIN0036-005 07/01/2014

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 26.89	12.28
(2) All other work.....	\$ 30.27	12.28
(3) Journeyman & Industrial.....	\$ 31.12	12.33
San Luis Obispo, Santa Barbara & Ventura		
(1) Repaint.....	\$ 23.84	12.28
(2) All other work.....	\$ 28.28	12.28
(3) Journeyman & Industrial.....	\$ 31.12	12.33

 PAIN0036-011 01/01/2014

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.00	13.41

 PAIN0036-014 10/01/2013

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 38.80	17.25

 PAIN0036-018 06/01/2014

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 37.95	22.69

FOOTNOTE: Additional \$1.25 per hour for work in a condo, from the third (3rd) floor and up. Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up.

PAIN0036-020 07/01/2014

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	12.75

PAIN0169-007 01/01/2013

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 32.48	18.20

PAIN1247-003 01/01/2014

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.85	12.56

PLAS0200-002 08/06/2014

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO,
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories.....	\$ 34.40	13.28
4-stories.....	\$ 37.43	13.28

PLAS0500-003 07/07/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.85	19.55

PLUM0016-011 07/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 36.15	16.28

PLUM0250-001 03/05/2012

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 39.94	16.51

 ROOF0036-001 08/01/2012

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
 OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Rofer.....	\$ 32.22	10.38

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 ROOF0045-003 07/01/2012

IMPERIAL

	Rates	Fringes
Rofer.....	\$ 25.08	7.28

 SFCA0669-005 07/01/2013

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 34.10	19.38
Area 2.....	\$ 32.98	19.35

 SFCA0709-002 01/01/2014

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 28.43	10.87

SHEE0105-001 07/01/2014		

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

	Rates	Fringes
SHEET METAL WORKER		
AREA 1.....	\$ 24.47	9.32
AREA 2.....	\$ 29.54	18.77

SHEE0206-003 01/01/2012		

IMPERIAL

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 25.22	6.69
SHEET METAL WORKER.....	\$ 33.05	19.23

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total

construction cost, excluding land, is under \$1,000,000 e.
 TENANT IMPROVEMENT WORK: Any work necessary to finish
 interior spaces to conform to the occupants of commercial
 buildings, after completion of the building shell

 SHEE0273-001 08/01/2013

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.50	22.54

HOLIDAYS: New Year's Day, Martin Luther King Day, President's
 Day, Good Friday, Memorial Day, Independence Day, Labor
 Day, Veterans Day, Thanksgiving Day & Friday after,
 Christmas Day

 TEAM0011-001 07/01/2013

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.59	22.69
GROUP 2.....	\$ 27.74	22.69
GROUP 3.....	\$ 27.87	22.69
GROUP 4.....	\$ 28.06	22.69
GROUP 5.....	\$ 28.09	22.69
GROUP 6.....	\$ 28.12	22.69
GROUP 7.....	\$ 28.37	22.69
GROUP 8.....	\$ 28.62	22.69
GROUP 9.....	\$ 28.82	22.69
GROUP 10.....	\$ 29.12	22.69
GROUP 11.....	\$ 29.62	22.69
GROUP 12.....	\$ 30.05	22.69

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:
 [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
 El Centro Naval Facility, Fort Irwin, George AFB, Marine
 Corps Logistics Base at Nebo & Yermo, Mountain Warfare
 Training Center, Bridgeport, Point Arguello, Point
 Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
 axles; Traffic control pilot car excluding moving heavy
 equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
 axles; Boot person; Cement mason distribution truck; Fuel
 truck driver; Water truck - 2 axle; Dump truck, less than

16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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)).

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

SECTION C

SPECIFICATIONS

Special Notes:

Contractor shall not commence work for properties requiring a court order until the Code Enforcement Manager or his designee, has secured the required court order.

Proposed Ready Locations:

16825 Tracy St (CDBG) MFR, 14499 Turner Rd (CDBG) Abandon recreation building, 16571 B St (CDBG) SFR, 15745 4th St (CDBG) SFR, 16756 Batson St (S/E Structure) (CDBG) MFR, 16138 Lorene St (CDBG-SFR, 16994 Allen St (NSP-3) SFR.

Additional Properties Pending completion of Noticing requirements:

15639 Sueno Ln (CDBG)- MFR, 15131 Wildrose (CDBG)-SFR, 16691 City View (CDBG) -SFR

Absent lead and asbestos reports to be available at the job walk.

Work Performance Conflicts:

In case of conflict between the recommended method of abatement of special waste presented by the asbestos/ lead monitoring consultant, The City of Victorville Standard Specifications for Public Improvements should take precedence and be used in lieu of such conflicting portions.

Handwritten initials 'CB' and 'JTD' in black ink, located in the lower right quadrant of the page.

CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid

Site Address: **16825 Tracy, Victorville, CA 92395** (APN : 0477-072-03-0000)

Item #	Description	Total Amount
<u>1</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	
<u>5</u>	Do not remove retaining wall on west side of property.	
<u>6</u>	Do not remove chain link fence on west side of property	\$
<u>7</u>	Do not remove chain link fence on east side of property	\$
<u>8</u>	Do not remove wood fence on south side of property	
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid

Site Address: **14499 Turner, Victorville, CA 92395** (APN : 0468-261-02-0000)

Item #	Description	Total Amount
<u>1*</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	Demo and remove the first 2' of pool, along with the coping. Four, 6" diameter holes are to be drilled. Two drilled in the shallow portion of the pool and two drilled at the deep portion of the pool. Then back fill pool. All dirt is to be property compacted to meet all city and state code and regulations.	\$
<u>6</u>	Water Well is to be property removed, complying with all city and state code and regulations.	\$
<u>7</u>	All septic systems are to be removed, complying with all city and state code and regulations.	\$
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16571 B St., Victorville, CA 92395** (APN : 0478-243-05-0000)

Item #	Description	Total Amount
<u>1</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	Rock retaining wall starting at the east corner continuing to the back north end of the property is to remain.	\$
<u>6</u>	Chain link fence on the lower part of the property, above retaining wall is to remain. Any missing post for fence are to be replaced and fence is to be repaired as needed.	\$
<u>7</u>	Cave and vent holes are to be back filled and graded properly. All dirt is to be property compacted to meet all city and state code and regulations. A rough, unconfirmed diagram will be provided as guidance only for bidding purposes. This document is unconfirmed and is only used for a reference, size and dimensions may differ from the actual work.	\$
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

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Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **15745 Fourth Street, Victorville, CA 92395** (APN : 0478-163-04-0000)

Item #	Description	Total Amount
<u>1</u> *	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	
<u>5</u>	Keep large pine tree north of house.	
<u>6</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

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Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16756 Batson, Victorville, CA 92395 (APN : 0477-234-32-0000)**

Item #	Description	Total Amount
<u>1</u>	Remove ONLY ONE (Structure is located in the south, west corner of the property) structure including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an Inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	The shared property fence is to remain in place and not be removed.	\$
<u>6</u>	All trees on fence line are to remain.	\$
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16138 Lorene Street, Victorville, CA 92395** (APN : 0477-301-19-0000)

Item #	Description	Total Amount
<u>1</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove rock retaining wall located at on front west side of property line.	
	All tree along the west property line, located next to retaining block wall will be left in place. Only the top is to be removed with the root system and stump left in place.	
<u>5</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	
<u>6</u>	Do not remove block retaining wall on west side of property.	\$
<u>7</u>	Do not remove chain link fence on property line located on west and east side of property.	\$
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

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Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16694 Allan, Victorville, CA 92395** (APN : 0478-071-03-0000)

Item #	Description	Total Amount
1	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
2	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
3	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
4	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	
5	All retaining walls are to be removed. Lot is to be graded and is to maintain proper drainage around lot.	
6	Telephone poll is to be removed in front of house	\$
7	All asbestos VCT tile needs to be abated properly. Noted below	\$
8	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

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Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

Contractor's Signature _____ Name Printed _____ Title _____ Date _____

CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid

Site Address: **15639 Sueno, Victorville, CA 92395** (APN : 00395-114-09-0000)

Item #	Description	Total Amount
<u>1</u> *	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	All retaining walls are to be removed. Lot is to be graded and is to maintain proper drainage around lot.	\$
<u>6</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **15131 Wildrose, Victorville, CA 92394** (APN : 3106-171-05-0000)

Item #	Description	Total Amount
<u>1</u> *	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	All retaining walls are to be removed. Lot is to be graded and is to maintain proper drainage around lot.	\$
<u>6</u>	All fence's and block wall around property are to remain.	\$
<u>7</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16691 City View, Victorville, CA 92395** (APN : 0477-233-37-0000)

Item #	Description	Total Amount
<u>1*</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	All fences that border the property lines are to remain.	
<u>6</u>	All trees/ brushes that are within the chain link fence or wood fence are to remain.	\$
<u>7</u>	All fence post on west side of the property line are to remain.	\$
<u>8</u>	Septic system is to be pumped and removed.	\$
<u>9</u>	Water tower is to be removed.	\$
<u>10</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

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****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

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Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16825 Tracy, Victorville, CA 92395 (APN : 0477-072-03-0000)**

Item #	Description	Total Amount
<u>1</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	
<u>5</u>	Do not remove retaining wall on west side of property.	
<u>6</u>	Do not remove chain link fence on west side of property	\$
<u>7</u>	Do not remove chain link fence on east side of property	\$
<u>8</u>	Do not remove wood fence on south side of property	
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

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Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid

Site Address: **14499 Turner, Victorville, CA 92395** (APN : 0468-261-02-0000)

Item #	Description	Total Amount
<u>1*</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	Demo and remove the first 2' of pool, along with the coping. Four, 6" diameter holes are to be drilled. Two drilled in the shallow portion of the pool and two drilled at the deep portion of the pool. Then back fill pool. All dirt is to be property compacted to meet all city and state code and regulations.	\$
<u>6</u>	Water Well is to be property removed, complying with all city and state code and regulations.	\$
<u>7</u>	All septic systems are to be removed, complying with all city and state code and regulations.	\$
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

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Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16571 B St., Victorville, CA 92395** (APN : 0478-243-05-0000)

Item #	Description	Total Amount
<u>1</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	Rock retaining wall starting at the east corner continuing to the back north end of the property is to remain.	\$
<u>6</u>	Chain link fence on the lower part of the property, above retaining wall is to remain. Any missing post for fence are to be replaced and fence is to be repaired as needed.	\$
<u>7</u>	Cave and vent holes are to be back filled and graded properly. All dirt is to be property compacted to meet all city and state code and regulations. A rough, unconfirmed diagram will be provided as guidance only for bidding purposes. This document is unconfirmed and is only used for a reference, size and dimensions may differ from the actual work.	\$
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **15745 Fourth Street, Victorville, CA 92395** (APN : 0478-163-04-0000)

Item #	Description	Total Amount
<u>1</u> *	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	
<u>5</u>	Keep large pine tree north of house.	
<u>6</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16756 Batson, Victorville, CA 92395 (APN : 0477-234-32-0000)**

Item #	Description	Total Amount
<u>1</u>	Remove ONLY ONE (Structure is located in the south, west corner of the property) structure including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an Inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	The shared property fence is to remain in place and not be removed.	\$
<u>6</u>	All trees on fence line are to remain.	\$
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16138 Lorene Street, Victorville, CA 92395** (APN : 0477-301-19-0000)

Item #	Description	Total Amount
<u>1</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove rock retaining wall located at on front west side of property line.	
	All tree along the west property line, located next to retaining block wall will be left in place. Only the top is to be removed with the root system and stump left in place.	
<u>5</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	
<u>6</u>	Do not remove block retaining wall on west side of property.	\$
<u>7</u>	Do not remove chain link fence on property line located on west and east side of property.	\$
<u>8</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16694 Allan, Victorville, CA 92395** (APN : 0478-071-03-0000)

Item #	Description	Total Amount
1	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
2	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
3	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
4	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	
5	All retaining walls are to be removed. Lot is to be graded and is to maintain proper drainage around lot.	
6	Telephone poll is to be removed in front of house	\$
7	All asbestos VCT tile needs to be abated properly. Noted below	\$
8	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

Contractor's Signature _____ Name Printed _____ Title _____ Date _____

CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid

Site Address: **15639 Sueno, Victorville, CA 92395** (APN : 00395-114-09-0000)

Item #	Description	Total Amount
<u>1</u> *	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	All retaining walls are to be removed. Lot is to be graded and is to maintain proper drainage around lot.	\$
<u>6</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **15131 Wildrose, Victorville, CA 92394** (APN : 3106-171-05-0000)

Item #	Description	Total Amount
<u>1</u> *	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	All retaining walls are to be removed. Lot is to be graded and is to maintain proper drainage around lot.	\$
<u>6</u>	All fence's and block wall around property are to remain.	\$
<u>7</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	\$

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

 Contractor's Signature Name Printed Title Date

**CITY OF VICTORVILLE
CODE ENFORCEMENT DEMOLITION PROJECT
Project Cost Estimate/Bid**

Site Address: **16691 City View, Victorville, CA 92395** (APN : 0477-233-37-0000)

Item #	Description	Total Amount
<u>1*</u>	Remove all existing structures including all slabs and footings, unless otherwise noted below. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>2</u>	Remove and cap all utilities at the property line, unless otherwise noted below. Note: Capping of underground utilities is to be verified by an inspector with the Building Division prior to burial.	\$
<u>3</u>	Remove all site improvements on the subject property, including but not limited to, flatwork such as concrete or asphalt, stairs, walls and fences, landscaping and irrigation. Existing improvements adjacent to the street including driveway aprons, sidewalk, curb and gutter are to remain in place unless otherwise noted. Contractor is responsible for determination of square footages, quantities, etc.	\$
<u>4</u>	Remove all brush, trash, and debris. The site shall be left in a "bare dirt" condition, with the exception of items listed that must remain.	\$
<u>5</u>	All fences that border the property lines are to remain.	
<u>6</u>	All trees/ brushes that are within the chain link fence or wood fence are to remain.	\$
<u>7</u>	All fence post on west side of the property line are to remain.	\$
<u>8</u>	Septic system is to be pumped and removed.	\$
<u>9</u>	Water tower is to be removed.	\$
<u>10</u>	Abate identified asbestos and lead. The awarded contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety orders, article 4 dusts, fumes, mists, vapors, and gases, section 1529- Asbestos.	\$
	Total	

*Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the *Project Cost Estimate/Bid*.

** Contractor is required to obtain a no-fee permit from the City of Victorville.

***Warrant required, work shall not start until a court ordered warrant has been secured.

****Awarded contractor shall possess a Class A or B Contractors License with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" form indicating acknowledgment of contract execution and that Contractor or has submitted required documents.

Contractor: _____ Victorville Business License #: _____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Fax: _____
 Contractor's License No. _____ Classification: _____ Expiration Date: _____

SECTION D

PROPOSAL AND FORMS

**CITY OF VICTORVILLE
SECTION D – FORMS
SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled "**ASBESTOS & LEAD ABATEMENT & DEMOLITION, PROJECT # ES15-001**". All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- _____ Submission Certification (Page 27)
- _____ Proposal (Page 28-29)
- _____ Bid Proposal (Page 30)
- _____ Contractor's Qualification Statement (Page 31-33)
- _____ Proposer Identification (Page 34)
- _____ Customer References (Page 35)
- _____ Worker's Compensation Certificate (Page 36)
- _____ Signature Authorization (Page 37)
- _____ List of Subcontractors (Page 38)
- _____ Questionnaire (Page 39)
- _____ Bidder's Bond (Page 40)
- _____ Guaranty (Page 41)
- _____ Non-Collusion Affidavit (Page 42)
- _____ Addenda Acknowledgement (Page 43)
- _____ Exception Form (Page 44)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

_____ Business Name

_____ Authorized Signature

_____ Printed Name and Title

_____ Date Signed

_____ Telephone Number

CITY OF VICTORVILLE
SECTION D – FORMS
PROPOSAL

City of Victorville
14343 Civic Drive
Victorville, CA 92392

Bids are required for the entire work, and the City reserves the right to select or reject any or all bids.

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as provided in the contract documents, and to do everything required therein for:

“Asbestos & Lead Abatement & Demolition, Project # ES15-001”

As specifically set forth in documents entitled: **“Asbestos & Lead Abatement & Demolition, Project # ES15-001”** together with appurtenances thereto, all as set forth on the drawings and in the specifications and other contract documents; and he further proposes and agrees that, if this Proposal is accepted, he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications, and other contract documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore the prices set forth in the Bid Proposal Form forming a part hereof.

() Cashier's Check () Certified Check () Bid Bond properly made payable to the City of Victorville, hereinafter designated as the Owner, for the sum of _____ Dollars, (\$ _____), which amount is not less than ten percent (10%) of the total amount of the larger bid is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the contract and, in case of failure to do so within the time provided, said funds shall be forfeited to the Owner, of Surety's liability to the Owner for forfeiture of the amount of the Bond shall be considered as established.

IT IS UNDERSTOOD AND AGREED THAT:

1. The undersigned has carefully examined all the contract documents which will form a part of the contract; namely, Notice Inviting Bids, Special Instructions, the Proposal, the Bid Proposal Forms, the List of Subcontractors, the Contract, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavit, and all additions, deletions, modifications and appendices and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents.
2. The undersigned has by investigation at the site of the work is otherwise satisfied as to the nature and location of the work and is fully informed of all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of the work and has checked carefully all works and figures inserted in this proposal and he further understands the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal.
4. The undersigned will execute the Contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after notice of acceptance of the bid by the Owner; further, this bid may not be withdrawn for a period of forty five (45) days after date set for opening thereof, unless otherwise required by law. If any bidder shall withdraw their bid within said period, the bidder shall be liable under the Bidder's Bond, as the case may be.
5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to

refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums of the proposed contract amount, with surety satisfaction to the City of Victorville within ten (10) days, not including Sundays and legal holidays, after award of the contract by the City Council, the City of Victorville, 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 such security accompanying this Proposal shall operate and the same shall be the property of the City of Victorville.

NOW, in compliance with Notice Inviting Bids, and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Proposal upon which award of contract is made.

DATED _____ this _____ day of _____, _____.

BIDDER: _____ LICENSE CLASSIFICATION: _____

BY: _____ TITLE: _____

(Please print name)

Names and addresses of all members
of the firm or names and titles of

Bidder's Business Address

all officers to the corporation:

City State Zip

Bidder's Telephone Number

(Area Code) Number

Corporation organized under the laws of the

State of: _____

(Corporate Seal)

Contractor's License

Number: _____

License Expiration Date: _____

Federal ID No.: _____

**Representations made herein are
made under penalty of perjury.**

Surety or Sureties:

**CITY OF VICTORVILLE
SECTION D – FORMS
CONTRACTORS QUALIFICATION STATEMENT**

Required in advance, of consideration of application to bid or as a qualification statement in advance of award of contract. Approved and recommended by the American Institute of Authorized City Representatives and The Associated General Contractors of America.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO:

Corporation	___
Partnership	___
Individual	___
Joint Venture	___
Other	___

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

(Note: Attach separate sheets as required)

1. How many years has your organization been in business as a general Contractor?
2. How many years has your organization been in business under its present business name?
3. If a corporation, answer the following:
 - 3.1 Date of incorporation: _____
 - 3.2 State of incorporation: _____
 - 3.3 President's name: _____
 - 3.4 Vice-president's name(s): _____
 - 3.5 Secretary's or Clerk's name: _____
 - 3.6 Treasurer's name: _____

4. If individual or partnership answers the following:

4.1 Date of organization: _____

4.2 Name and address of all partners. (State whether general or limited partnership.):

5. If other than corporation or partnership, describe organization and name principals:

6. We normally perform _____% of the work with our own forces. List trades below:

7. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

8. List name of project, City, Authorized City Representative, contract amount, percent complete and schedule completion of the major construction projects your organization has in process on this date:

9. List the name of project, City, Authorized City Representative, contract amount, date of completion, percent of work with own forces of the major projects your organization has completed in the past five years:

10. Name of bonding company and name and address of agent:

Dated at _____

this _____ day of _____, 20 _____

Name of organization: _____

By: _____

Title: _____

M _____, being duly sworn deposes and

says that he (she) is the _____, of Contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of

_____, 20_____.

Notary Public: _____

My commission expires: _____

(Seal)

**CITY OF VICTORVILLE
SECTION D – FORMS
PROPOSER IDENTIFICATION**

**CITY OF VICTORVILLE
PROPOSER IDENTIFICATION**

1. Legal name of Proposer: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business: _____
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Proposer's principal place of business is located.
Number: _____ Issuing City: _____
9. Contractors License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____
12. Federal Tax Identification Number: _____

**CITY OF VICTORVILLE
SECTION D – FORMS
CUSTOMER REFERENCES**

Proposer: _____

LIST A MINIMUM OF THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST FIVE YEARS		
1.	Name of Agency	
	Address:	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax No.:	
	Contact Email address:	
	Project Completion Date:	
	Project Description:	
2.	Name of Agency	
	Address:	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax No.:	
	Contact Email address:	
	Project Completion Date:	
	Project Description:	
3.	Name of Agency	
	Address:	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax No.:	
	Contact Email address:	
	Project Completion Date:	
	Project Description:	

**CITY OF VICTORVILLE
SECTION D – FORMS
WORKERS' COMPENSATION CERTIFICATE**

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Signature

Company Name

Printed Name

Business License Number

Title

Date

CITY OF VICTORVILLE
SECTION D – FORMS
SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

- B. The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An Individual
 A Partnership, Partners' names:
 A Company
 A Corporation

2. My tax identification number is: _____
(For individuals, this number is usually the Social Security Number)

3. I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4. My business is owned by a minority whose ethnicity is: _____

My business is owned by a woman.

My business is owned by a disabled veteran.

**CITY OF VICTORVILLE
SECTION D – FORMS
SUBCONTRACTORS**

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Government code of the State of California.

Name Sub-Contractor is Licensed Under	Address of Office, Mill or Shop	Percent of Total Contract	License Number Exp. Date	Specific Description of Subcontract
1				
2				
3				
4				
5				
6				
7				

List any subcontractors who may perform any services on this project:

**CITY OF VICTORVILLE
SECTION D – FORMS
QUESTIONNAIRE**

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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:

NOTE: This questionnaire constitutes a part of the Proposal, and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

**CITY OF VICTORVILLE
SECTION D – FORMS
BIDDER'S BOND**

TO ACCOMPANY BID PROPOSAL FORM

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Victorville in the sum of TEN PERCENT (10%) of the total amount of the bid of the Principal, to be paid to the City, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assignees, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS the Principal has submitted a bid to the City of Victorville for the certain construction, for which bids are to be opened at the Office of the City Clerk of the City of Victorville on **October 16, 2014 at 2:30 p.m., PST**, as shown in Plans entitled

SPECIFICATIONS, PROPOSAL AND CONTRACT, CITY OF VICTORVILLE
"Asbestos & Lead Abatement & Demolition, Project # ES15-001"

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the said Specifications, enters into a written contract, in the prescribed form, in accordance with the bid and files the two required bonds with the City of Victorville, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

Accompanying this Proposal is () \$ _____ Cash, () Cashier's Check, () Certified Check, () Bidder's Bond in the amount equal to at least ten percent (10%) of the total of the larger bid.

The UNDERSIGNED further agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the Proposal Requirements, the proceeds of the security accompanying this bid shall become the property of the City of Victorville, California, and this proposal and the acceptance thereof may be considered null and void.

Principal is licensed in the State of California in accordance with and act providing for the registration of Contractors, License No. _____. NOTE: Signature of the party executing for the Surety must be properly acknowledged.

PRINCIPAL	SURETY
_____	_____
_____	_____
(Seal)	_____
	_____ (Seal)
	ADDRESS

Note: Signature of the party executing for this Surety must be properly acknowledged.

**CITY OF VICTORVILLE
SECTION D – FORMS
GUARANTY**

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of **“ASBESTOS & LEAD ABATEMENT & DEMOLITION, PROJECT # ES15-001”**.

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

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within the time limit designated by the City. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

SIGNED: _____
Contractor

By: _____ Title: _____

Dated this _____ day of _____, _____

NOTE: This Guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the Guaranty on this page at the time of submitting the bid.

CITY OF VICTORVILLE
SECTION D – FORMS
NON-COLLUSION AFFIDAVIT
(Per Public Contract Code Section 7106)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or

she is _____, of _____ ("Proposer") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature Company Name

Printed Name Title

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, _____.

Notary Public (Seal)

**CITY OF VICTORVILLE
SECTION D – FORMS
ADDENDA ACKNOWLEDGMENT**

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM NO. _____ DATED _____

NAME OF PROPOSER: _____

ADDRESS: _____

TELEPHONE NO.: _____

By: _____
Signature Title

**City of Victorville
SECTION D FORMS
EXCEPTION FORM**

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the RFB for Professional Auditing Services, list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: _____ Section Title: _____

Paragraph Number: ____ Exception Taken: _____

Page Number: ____ Section Title: _____

Paragraph Number: ____ Exception Taken: _____

Page Number: ____ Section Title: _____

Paragraph Number: ____ Exception Taken: _____

SECTION E

SAMPLE CONTRACT SUBMITTAL DOCUMENTS

- **SAMPLE CONTRACT**
- **FAITHFUL PERFORMANCE BOND**
- **PAYMENT BOND**
- **CONSTRUCTION/DEMOLITION WASTE RECYCLING PLAN
(C/DWRP)**
- **SUMMARY WASTE DISPOSAL AND DIVERSION REPORT
(SWDDR)**

SECTION E
“SAMPLE
CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
NAME OF CONTRACTOR

NAME OF PROJECT

THIS CONSTRUCTION AGREEMENT (the “Agreement”) is made and entered into by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the “City”, and (Name of Contractor), a General Contractor, hereinafter referred to as the “Contractor”. The City and the Contractor are sometimes hereinafter referred to as a “Party” or as the “Parties”.

RECITALS:

WHEREAS, NAME OF PROJECT requires **DESCRIBE SERVICES** (the “Project”); and

WHEREAS, in light of the facts set forth above, the City desires to retain Contractor in connection with DESCRIBE PROJECT

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS.

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. TERM.

This Agreement shall commence on _____ (the “Commencement Date”) and shall terminate upon completion of the Project _____ (the “Termination Date”), unless sooner terminated in accordance with the provisions of this Agreement (the “Term”).

Section 3. CONTRACT DOCUMENTS; PRIORITY.

The contract documents shall include the following documents (as maybe applicable), are hereby incorporated herein by this reference as though set forth in full (the “Contract Documents”):

- This Agreement.
Exhibits:
- Notice Inviting Bids for the Project;
- Bid Proposal Form(s) for the Project;
- City Specifications for the Project;
- Special Provisions; and

- Accepted Proposal.

In the event of any conflict between or among the Contract Documents, or any dispute as to the meaning of any term or provision, the Contract Documents shall be given priority according to the order listed herein above. In the event of any conflict or dispute that cannot be resolved by reference to the Contract Documents, the following documents may be used to clarify or interpret any term therein:

- Non-Collusion Affidavit;
- Bidder's Bond;
- List of Subcontractors;
- Faithful Performance Bond;
- Payment Bond;
- Certification re Previous Contracts; and
- Guaranty.

Section 4. CONTRACTOR'S OBLIGATIONS.

Contractor shall complete the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment, supplies, transportation, and any other items and facilities necessary therefore, as provided in the Contract Documents.

Section 5. COMPENSATION.

The Contractor agrees to receive and accept the following amount; **Spell out in words the Contract Amount (\$0000.00)**, as full compensation for furnishing; all materials, doing all the work contemplated and embraced in this contract, all loss or damage arising out of the nature of the work aforesaid, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the City of Victorville, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to the Plans and Specifications, and requirements of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee to wit: SEE EXHIBIT "A" BID PROPOSAL

Section 6. PAYMENT SCHEDULE.

The City shall pay Contractor as provided in the Payment Schedule, attached hereto as Exhibit (___), (as maybe applicable) and incorporated herein by this reference as thought set forth in full, subject to approval of the City, when applicable.

Section 7. PERFORMANCE SCHEDULE.

Contractor shall complete the Project in accordance with the Contract Documents.

Section 8. PREVAILING WAGES

Wage Rate Requirement: In accordance with the provisions of the Davis-Bacon Act, the U.S. Department of Labor has determined the general prevailing rates of per diem wage in the locality where the work is to be done.

The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract a wage not less than the highest wage applicable for their work classifications,

as specified in the **Federal General Wage Decision Number CA100028**, _____, and attached hereto and made part of this notice. This wage decision can also be downloaded from <http://www.wdol.gov/dba.aspx#0>. Bidders are responsible for using the correct wage decision. An error on the part of any awarding body does not relieve the contractor from the responsibility for payment of the correct prevailing wage and penalties pursuant to the provisions and sections of Labor Code (1770-1776).

NOTE: A WEEKLY CERTIFIED PAYROLL AND DAILY SIGN IN SHEETS are required with each invoice to the City. Payment of the invoice may be delayed when a certified payroll is not included with the Contractor's invoice.

Section 9 COPELAND ACT

The Copeland (Anti-Kickback) Act (18 U.S.C. 874), 29 CFR Part 3, makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

Section 10. WORKERS' COMPENSATION INSURANCE.

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Section 11. NOTICE TO PROCEED.

No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence work pursuant to the Contract Documents as directed by the City in the Notice to Proceed, and to diligently execute the same to completion within the time limits set forth in the Contract Documents.

Section 12. COMPLIANCE WITH LAWS.

Contractor shall comply with all local, state, and federal laws and regulations applicable to the services required hereunder, including any rule, regulation, or by law governing the conduct or performance of Contractor or its employees, officers, or board members.

Section 13.

COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE.

Contractor shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

Section 14.

ADDITIONAL NAMED INSURED.

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insured's.

Section 15.

WAIVER OF SUBROGATION RIGHTS.

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 16.

PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES.

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term, and (if applicable during any Option Period) of this Agreement.

e. The Comprehensive General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage

shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Contractor's insurance and shall not contribute to it.

Section 17. **TIME OF THE ESSENCE.**

Time is of the essence in the performance of this Agreement.

Section 18. **INDEMNIFICATION.**

Notwithstanding the limits of any insurance, Contractor shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless there from;
- (c) In the event the City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from

time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

Section 19. REPORTS.

Upon request by **(DEPT HEAD)**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the services required by this Agreement.

Section 20. RECORDS.

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the **(DEPT. HEAD)**, or his designee to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. The **(DEPT. HEAD)** or his designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the **(DEPT HEAD)** or his designee or his designee for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 21. MODIFICATIONS AND AMENDMENTS.

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 22. ENTIRE AGREEMENT.

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Agreement.

b. The Contract Documents contain all of the covenants and agreements between the parties with respect to the subject matter herein, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party, except those covenants and agreements in this Agreement and the Contract Documents.

c. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either party.

Section 23. AMBIGUITIES.

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or

representatives of each of the parties.

Section 30. GENDER; PLURAL.

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 31. SEVERABILITY.

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 32. GOVERNING LAW.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 33. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

Section 34. VENUE.

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 35. ATTORNEY'S FEES.

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

Section 36. EFFECTIVENESS OF AGREEMENT.

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager, and executed by the **(DEPT. HEAD)** of the City.

**Section 37. REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT.**

(a) Each of the parties to this Agreement hereby represents that all necessary and appropriate

actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

(b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

[END OF THIS PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

Contractor: (Awarded contractor)

By: _____
James L. Cox, Mayor

CSLB #: _____

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

Approved as to Form:

By: _____
Carolee Bates, City Clerk

By: _____
Andre de Bortnowsky, City Attorney

CITY OF VICTORVILLE

By: _____
Chuck Buquet, Risk Manager

By: _____
Chris Borchert, Acting Director of
Development

Dated: _____

Dated: _____

**CITY OF VICTORVILLE
SECTION E – FORMS
FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, hereinafter referred to as "Contractor," as principal, and _____, as Surety, are held and firmly bond unto the CITY OF VICTORVILLE, in the sum of _____ Dollars, (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents. The conditions of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said CITY OF VICTORVILLE for completion of “, **ASBESTOS & LEAD ABATEMENT & DEMOLITION #ES15-001**” as specifically set forth in documents entitled of “**ASBESTOS & LEAD ABATEMENT & DEMOLITION, PROJECT # ES15-001**” and is required under the terms of the Contract to give this Bond in connection with the execution of said Contract;

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

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety there under, nor shall any extensions of time that be granted under the provision of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, _____.

(SEAL)

Contractor

SURETY

By: _____

By: _____

Title: _____

NOTE: Signature of the party executing for the Surety must be properly acknowledged.

**CITY OF VICTORVILLE
SECTION E – FORMS
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, hereinafter referred to as "Contractor," as principal, and _____, as Surety, are held and firmly bound unto the CITY OF VICTORVILLE, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly be made, we bind ourselves, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said CITY OF VICTORVILLE for completion of **“ASBESTOS & LEAD ABATEMENT & DEMOLITION, PROJECT # ES15-001”** as specifically set forth in documents entitled **“ASBESTOS & LEAD ABATEMENT & DEMOLITION, PROJECT # ES15-001”** and is required under the terms of the Contract to give this Bond in connection with the execution of said Contract;

NOW, THEREFORE, if the said Contractor or any of his subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such person for or about the performance of the aforementioned contract, said Surety will pay the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court. This Bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignees in any suit brought upon this Bond. This Bond shall be subject to and include all of the provisions of Title 15 of Part 4 of Division 3 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not confined to, Civic Code Section 3225-3228, inclusive, and Section 3247-3252, inclusive.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety there under, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____.

(SEAL)

CONTRACTOR

SURETY

By: _____

By: _____

Title: _____

CITY OF VICTORVILLE
SECTION E FORMS
Construction/Demolition Waste Recycling Plan (C/DWRP)

Project Title/Name:
Project Address/Location:
Project Start Date—Approximate:
Company/Contractor:
Project Manager:
Phone Number:
Cell Phone #

1. Fill in the table below, indicating whether materials will be diverted (salvage or recycled) or landfilled. Also indicate location where materials will be taken.

MATERIAL TYPE	To Be Salvaged or Reused	To Be Recycled	To Be Disposed/Landfilled	Facility or Recycler (list name and location)
Scrap Metal				
Asphalt				
Concrete				
Brick/Block				
Drywall				
Greenwaste (brush, tree limbs)				
Clean wood/lumber				
Fixtures (doors, windows, other building materials)				
Other				
Other				

See next page for additional information.

2. Describe how materials will be sorted for recycling, reuse, or salvage at the job site.

CITY OF VICTORVILLE
SECTION E FORMS
Summary Waste Disposal and Diversion Report (SWDDR)

Project Name/Title:
Project Address/Location:
Project Beginning and Completion Dates:
Company/Contractor:
Project Manager:
Phone Number:
Cell Phone #

Directions: Fill in the tables below, listing the number of tons reused/salvaged or recycled. Also fill in the number of tons of mixed waste disposed in landfill. Attach copies of dump slips.

Table 1: Materials Diverted

MATERIAL TYPE	Tons Salvaged or Reused	Tons Recycled	Facility or Recycler Used (list name and location)
Scrap Metal			
Asphalt			
Concrete			
Brick/Block			
Drywall			
Greenwaste (brush, tree limbs)			
Clean wood/lumber			
Fixtures (doors, windows, other building materials)			
Other			
Other			
Total Tons			NA

See next page for additional table.

Table 2: Materials landfilled

Material	Tons Disposed	Landfill Site (List name and location)
Mixed waste		
Other		
Total		N/A

Attach weight slips showing disposal and diversion.

ONE TIME SUBMITTAL FORMS

**Contractor's Certification of Compliance with Davis Bacon and Related Acts – page 8
Required by Prime Contractor's**

**Minority and Women Owned Business Enterprise Opportunity – pages 9-10
Required by Prime Contractor's**

**Certification of Bidder Regarding Equal Opportunity – page 11
Required by Prime Contractor's**

**Certification by Proposed Sub Contractor Regarding Equal Opportunity – page 12
Required by Sub Contractor's**

**Section 3 Report, Contracts over \$100,000 – pages 13-14
Required by Prime Contractor's and Sub Contractor's contracts over \$100,000**

Affirmatives Action Plan Guidelines – pages 16-19

**Affirmative Action Plan, Part 1 & 2 – pages 35-40
Required by Prime Contractor's and Sub Contractor's. Plan must be in place at
Contractor's place of business. CDH, if audited, would require this plan to be
submitted.**

**State of California – Department of Industrial Relations Division of Apprentic^e
Standards
Forms DAS 13, 140 & 142 (if applicable)**

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE
WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS**

I, _____, as Prime Contractor for Project:

hereby make the following certification and acknowledgment with respect to the applicability of Davis-Bacon and Related Acts Requirements:

- 1) By entering into this Contract, I certify that I acknowledge that the above referenced project is federally funded and I am solely responsible for complying with the Davis-Bacon and Related Acts Requirements; and,
- 2) The Prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the highest wage applicable to their work classifications, as specified by the current and applicable Federal Wage Determination. If no federal work classification appears to apply, prime contractor shall make written request to County to obtain applicable work classifications and wage rates prior to start of construction. When the same classification appears in both the Federal and State Wage decisions, the higher wage must be paid for that classification. The Prime Contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and Related Acts Requirements.

IF THE COMPANY IS A CORPORATION, CORPORATE OFFICERS ARE AS FOLLOWS:

President

Vice-President

Secretary/Treasurer

Signature, Prime Contractor

Title (Owner or President)

Date

SAN BERNARDINO COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION

This form is designed to assist the County of San Bernardino in assessing and reporting the proposition and amounts of contracts and subcontracts awarded to Minority and Women Owned Business Enterprises (WMBE'S) for the project named below. Include information on all subcontractors and suppliers if the total bid amount exceeds \$10,000.

"Minority owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more Black Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Hispanic Americans, or Asian/Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan), or any other group of natural persons identified as minorities in the project specifications by the County.

"Female owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more female persons.

PROJECT

Project Name _____

Project Number _____

\$ _____
Total Bid Amount

Federally funded or assisted? Yes No

CONTRACTOR

Contractor's Name _____

Address _____

Federal I.D. Number _____

City _____ State _____ Zip Code _____

\$ _____

Minority owned/controlled? Yes No

Portion of Bid Amount to be performed by Contractor

If so, what Minority? _____

Female owned/controlled? Yes No

SUBCONTRACTORS

1) _____
Subcontractor's Name

Address _____

Federal I.D. Number _____

City _____ State _____ Zip Code _____

\$ _____
Subcontract Bid Amount

Minority owned/controlled? Yes No

If so, what Minority? _____

Female owned/controlled? Yes No

2) _____
Subcontractor's Name

Address _____

Federal I.D. Number _____

City _____ State _____ Zip Code _____

\$ _____
Subcontract Bid Amount

Minority owned/controlled? Yes No

If so, what Minority? _____

Female owned/controlled? Yes No

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION (Continued)

3) _____
Subcontractor's Name Address _____

_____ Federal I.D. Number City _____ State Zip Code _____

§ _____
Subcontract Bid Amount

Minority owned/controlled? Yes No
If so, what Minority? _____

Female owned/controlled? Yes No

4) _____
Subcontractor's Name Address _____

_____ Federal I.D. Number City _____ State Zip Code _____

§ _____
Subcontract Bid Amount

Minority owned/controlled? Yes No
If so, what Minority? _____

Female owned/controlled? Yes No

5) _____
Subcontractor's Name Address _____

_____ Federal I.D. Number City _____ State Zip Code _____

§ _____
Subcontract Bid Amount

Minority owned/controlled? Yes No
If so, what Minority? _____

Female owned/controlled? Yes No

6) _____
Subcontractor's Name Address _____

_____ Federal I.D. Number City _____ State Zip Code _____

§ _____
Subcontract Bid Amount

Minority owned/controlled? Yes No
If so, what Minority? _____

Female owned/controlled? Yes No

7) _____
Subcontractor's Name Address _____

_____ Federal I.D. Number City _____ State Zip Code _____

§ _____
Subcontract Bid Amount

Minority owned/controlled? Yes No
If so, what Minority? _____

Female owned/controlled? Yes No

8) _____
Subcontractor's Name Address _____

_____ Federal I.D. Number City _____ State Zip Code _____

§ _____
Subcontract Bid Amount

Minority owned/controlled? Yes No
If so, what Minority? _____

Female owned/controlled? Yes No

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project Name: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

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

CERTIFICATION BY BIDDER

Bidder's Name _____

Address & Zip Code _____

1. Bidder has on file an affirmative action program pursuant to Part 60-2 (*applies to non-construction contracts*).
Yes No
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes No (*if answer is yes, identify the most recent contract.*)

(If answer is no, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eo1survey/index.html>.

3. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.
Yes No None required

Certification: The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (*Please Type*)

Signature

Date

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor: _____

Project Name: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address & Zip Code: _____

1. Bidder has on file an affirmative action program pursuant to Part 60-2 (*applies to non-construction contracts*).
Yes No
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes No (*If answer is yes, identify the most recent contract.*)

(If answer is no, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eo1survey/index.html>.

3. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.
Yes No None required

Certification: The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (*Please Type*)

Signature

Date

• NOTE: THIS FORM MUST BE FILLED OUT BY EACH OF THE BIDDER'S SUBCONTRACTORS.

Section 3 Report - Contracts over \$100,000

Project Name/Number:

Prime Contractor Name/Address/Phone Number:

Please check the contract type: Construction Non-Construction

Under Section 3 of the Housing and Urban Development Act of 1968, as amended (the Act), the County of San Bernardino is directed to award a portion of all construction contracts of \$100,000 or more, on projects funded by the Department of Housing and Urban Development (HUD), to Section 3 businesses. A Section 3 business: 1) is at least 51% owned by a low-income person, or 2) has a workforce comprised of at least 30% low-income persons, or 3) subcontracts at least 25% of its work to Section 3 businesses. Contractors with contracts over \$100,000 must show a good faith effort to become a Section 3 business.

The prime contractor must complete the following and numbers should reflect information from the prime contractor and all subcontractors working on the project:

Job Category	Number of new hires for the project	Number of new hires that are low-income	% of total staff hours worked by new hires who are low-income	% of staff hours worked by low-income employees and trainees (including new hires)	Number of low-income employees and trainees
Professionals					
Technicians					
Office/Clerical					
Construction By Trade (List):					
1. Trade					
2. Trade					
3. Trade					
4. Trade					
5. Trade					
6. Trade					
7. Trade					
Other (List)					

Please check one of the following:

- I am a Section 3 business
- I am not a Section 3 business
- I am working towards becoming a Section 3 business

If you marked the third box above, please check efforts made to become a Section 3 business:

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies.
- Participated in a HUD program, which promotes the training and employment of low-income residents
- Participated in a HUD program which promotes the award of contracts to Section 3 businesses
- Coordinated with HUD Youth Build programs

"SECTION 3" CLAUSE

3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects. This clause applies to construction contracts of \$100,000 or more, on projects funded with \$200,000 or more in federal funds from the U.S. Department of Housing and Urban Development.

Assurance of compliance with regulations.

- (A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.**
- (B) Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):**
 - a. 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 as 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located or owned in substantial part by persons residing in the area of the project.**
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth to 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.**
 - c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.**
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The contractor will not subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.**
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.**

2010

**Section 3 Report
Low Income Requirement Information Sheet**

Number of Persons in Household				
	1	2	3	4
LOW-INCOME LIMITS	\$36,400	\$41,600	\$46,800	\$52,000
	5	6	7	8
	\$56,200	\$60,350	\$64,500	\$68,650

**AFFIRMATIVE ACTION COMPLIANCE
GUIDELINES FOR CONSTRUCTION AND
NON-CONSTRUCTION CONTRACTORS**



**AFFIRMATIVE ACTION COMPLIANCE
GUIDELINES FOR
CONSTRUCTION AND NON-
CONSTRUCTION CONTRACTORS**

These Affirmative Action Compliance Guidelines have been designed to provide contractors with information necessary to comply with Federal regulations found under Title 40, Part 60 of the Code of Federal Regulations. It is the intent of these guidelines to insure that equal opportunity for employment is practiced by the contractor without regard to race, color, sex, religion, national origin, disability, and veteran's status. These guidelines provide the minimum information necessary to comply with EEO and affirmative action requirements, including the preparation of an Affirmative Action Plan that complies with Federal regulations regarding Affirmative Action for federally-assisted projects. Contractors are urged to contact the implementing entity or the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) officer for any necessary technical assistance in meeting Affirmative Action requirements if they are considering bidding under this contract.

I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

A. The Affirmative Action program embodies the following principals:

1. Discrimination because of race, color, age, sex, religion, national origin, marital status, disability, or veteran's status is inconsistent with the constitution, laws, and policies of the United States, State of California and County of San Bernardino.
2. The implementing entity is committed to insuring that there be no discrimination by vendors, contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.
3. Contractors and subcontractors agree to take affirmative personnel actions to hire and promote workers who traditionally have been discriminated against in the job market, including women, minorities, members of certain ethnic and religious groups, individuals with disabilities, and veterans.

B. Affirmative Action Step Requirements for CONSTRUCTION Contractors and Subcontractors:

1. Personnel affirmative action in recruitment, hiring, and promotion is required by contractor and subcontractors who have entered into a federally-assisted construction or non-construction contract that exceed \$10,000 or \$10,000 in the aggregate over a 12-month period.
2. Contractors and subcontractors who enter into a CONSTRUCTION CONTRACT in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of Attachment "D" of the bid package.

C. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors:

1. All contractors who have entered into a NON-CONSTRUCTION CONTRACT and who: 1) do business in the amount of \$50,000 or more with the implementing entity in any one fiscal year and, 2) employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.
2. All subcontractors rendering services or supplies to a contractor in the amount of \$50,000.00 or more and employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.

D. Exemptions under 41 CFR 60:

The following persons/contracts shall be exempt from this program:

1. A contract or contracts by a contractor that do not exceed \$10,000 in the aggregate over a 12-month period.
2. Contracts for Work outside the United States
3. State and Local Governments
4. Contracts with certain educational institutions
5. Work on or near Indian Reservations
6. Specific contracts and facilities found exempt by
7. Deputy Assistant Secretary
8. National security contracts

Any contractor who feels qualified for an exemption should contact the local Contract Compliance Officer or the U.S. Department of Labor's OFCCP Officer for further information.

II. SATISFYING AFFIRMATIVE ACTION PLAN

A. Affirmative Action Plan requirements for NON-CONSTRUCTION contractors can be met through the following:

1. Completing a Contract Compliance Qualifying Report for Non-construction Contractors and Vendors, (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
2. Completing a contractor's Affirmative Action Policy, including methods of recruiting minorities and women. If the contractor does not have its own Affirmative Action Policy, it may adopt the County's model Affirmative Action Policy (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
3. Following Federal Affirmative Action Plan guidelines which comply with the requirements of 41 CFR 60.2.10.

DEFINITIONS

Unless a provision of a contract otherwise requires, certain words and phrases shall be defined as follows:

- A. "Affirmative Action" is a commitment to increase the number of minorities and women in the work force by setting employment goals and timetables, including action to achieve objectives. Affirmative Action seeks to ensure that discrimination is eliminated in dealings with employees or applicants for employment whether the discrimination is intentional or unintentional. In addition, Affirmative Action seeks to improve job standards and productivity through the removal of artificial and unnecessary barriers to employment and promotion and ensure that all job actions are related to job performance measures.
- B. "Affirmative Action Plan" is a written affirmative plan required of contractors and subcontractors who have 50 or more employees and have entered into a contract with the implementing entity that exceeds \$50,000, or \$50,000 in contracts over a 12-month period.
- C. "Contract" means a federally-assisted purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a contractor.
- D. "Construction" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services.
- E. "Contractor" means a prime contractor or subcontractor.
- F. "Covered Area" means the geographical area described in the solicitation from which the contract resulted;
- G. "Director" means Director, OFCCP, U.S. Dept. of Labor, or any person to whom the Director delegates authority to;
- H. "Employee" means one who performs work for compensation, or a person who is permanently or regularly employed by the contractor or subcontractor.
- I. "Employer Identification Number" means the Federal Social Security Number;
- J. "Handicapped Status" means any person who:
1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
 2. Has a record or such impairment or,
 3. Is generally regarded as having such an impairment.
- K. "Employer Identification Number" means the Federal Social Security Number;
- L. "Handicapped Status" means any person who:
1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
 2. Has a record or such impairment, or
 3. Is generally regarded as having such an impairment.
- M. "Implementing Entity" means public jurisdiction who is administering the contract.
- N. "Minority" includes:
1. Black (all persons having origins in any Black African racial groups not of Hispanic origin);
 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);
 4. American Indian or Alaskan native (all persons having origins in any of the native peoples of North America and maintaining identifiable tribal affiliations through membership and participation in community identification).
- O. "Non-construction Contract" means any contract that does not fall within the definition of "Construction Contract".
- P. "Officer" means the Contract Compliance Officer of the implementing entity or U.S. Department of Labor Office of Federal Contract Compliance Program (OFCCP) Officer.
- Q. "Persons" means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.
- R. "Underutilization" means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.
- S. "Vietnam-Era Veteran" means a person who:
1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
 2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

T Violation and Appeal Procedure:

1. A contractor found in violation of equal opportunity/affirmative action laws will be referred to the U.S. Department of Labor's OFCCP Division, and the Solicitor for Labor, Associate Solicitor of Labor Relations and Civil Rights Regional Solicitors and Regional Attorney are authorized to institute enforcement proceedings by filing a complaint and serving that complaint to the contractor (defendant), in accordance with procedures set forth in 41 CFR 60-30.5. The complaint shall contain information on the alleged violation, a prayer regarding the relief being sought, and the name and address of the attorney representing the Government. Within 20 days after receiving the complaint, the defendant shall file an answer with the Chief Administrative Law Judge, if the case has not been assigned to an Administrative Law Judge.
2. The answer shall contain a statement of the facts which constitute the ground of defense, and shall:
 - 1) specifically admit, explain, or deny each of the allegations of the complaint unless the defendant is without knowledge, or
 - 2) state that the defendant admits all the allegations contained in the complaint. The answer may contain a waiver for a hearing and if not, a separate paragraph in the answer shall request a hearing. The answer shall contain the name and address of the defendant, or of the attorney representing the defendant. Failure to file an answer or plead specifically to an allegation of the complaint shall constitute an admission of such allegation.
3. Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) identified herein. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs, and regulations prior to commencing performance of the contract. Copies of said laws, programs, and regulations are available upon request from the implementing entity's Contract Compliance Officer, or from the U.S. Department of Labor's OFCCP Officer to the extent applicable the provisions of said laws programs and regulations are deemed to be a part of this contract as if fully set forth herein.
4. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L. 92-540, Title V, Sec 503(a), Pub. L. 93-508. Title IV, Sec. 402. (38 USCA 2011-2013).
5. Rehabilitation act of 1973, as amended (Handicapped) Pub. L 93-112 as amended. (29 USCA 701-794).
6. California Fair Employment Practice Act. Labor Code Sec. 1410 et seq.
7. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

SAMPLE - AFFIRMATIVE ACTION PLAN 1

INSTRUCTIONS FOR COMPLETING CONTRACT COMPLIANCE QUALIFYING REPORT

I. JOB CATEGORY

Data is to be completed for all listed job categories of employees.
Definitions:

Administrators: Occupations which require that employees set broad policies, exercise overall responsibility for execution of these policies, direct individual departments or a special phase of the contractor's operations, or provide specialized consultation on a regional, district or area basis.

Includes: directors, deputy directors, department heads, controllers, foremen, supervisors, inspectors, and kindred workers.

Professional: Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge.

Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technical: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

Includes: computer programmers and operators, draftsmen, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), assessors, inspectors, and kindred workers.

Sales: Occupations in which the act of selling takes place: exchange of property of any kind, or of services for an agreed sum of money or other valuable consideration. One employed as a traveling agent or representative to sell goods or services.

Office and Clerical: Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office.

Includes: bookkeepers, secretaries, office machine operators, clerk typists, stenographers, statistical clerks, dispatchers, payroll clerks, messengers, and kindred workers.

Skilled: Occupations in which workers perform jobs which require special manual skill, a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training, experience, through apprenticeship or other formal training programs.

Includes: mechanics, repairmen, electricians, heavy equipment operators, stationary engineers, skilled machinist occupations, carpenters, compositors and typesetters, and kindred workers.

Operative (Semiskilled): Occupations in which workers are partly skilled, or doing manual work that requires only limited training, experience or knowledge.

Laborers (Unskilled): Occupations in which a worker performs a variety of manual work in the maintenance, repair or

construction of highways, buildings, and other facilities; unskilled worker who brings materials to, and does preparation work for, skilled workers in a trade.

Service Workers: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, upkeep and care of buildings, facilities or grounds of public property. Workers in this category may operate machinery.

Includes: chauffeurs, laundry and dry cleaning operators, truck drivers, bus drivers, garage laborers, custodial persons, gardeners and groundskeepers, refuse collectors, construction laborers.

II. CURRENT WORK FORCE

This category is to establish the contractor's current employee status.

A. **Total number of employees:** The contractor is to fill out the total number of persons currently employed in each job category.

B. **Black:** The contractor is to place the current number of Black employees in each box in this column for each job category.

C. **Hispanic:** The contractor is to place the current number of employees of Hispanic origin in each box in this column for each job category.

D. **Asian or Pacific Islanders:** The contractor is to place current number of employees of Asian or Pacific Island origin in each box in this column for each job category.

E. **American Indian or Alaskan Native:** The contractor is to place the current number of American Indian or Alaskan Native employees in each box in this column for each job category.

F. **Total Minority:** The number to be placed in each box in the column can be reached by adding the current number of Black, Hispanic, Asian, Pacific Islander, American Indian, and Alaskan Native employees written in the four previous columns.

G. **Total Females:** In each box in this column the contractor shall place the total number of white and minority females employed in each job category.

III. UNDERUTILIZATION

To establish whether under-utilization exists, a contractor must determine whether the "total minority" percentages and "total female percentages" in each job classification are lower than would reasonably be expected by their availability.

After making this comparison, the contractor should place a check mark in the box that applies ("yes" or "no") for each category.

IV. ANTICIPATED HIRING

The contractor should state the number of employees the contractor plans to hire both as additional employees and replacements for each job category.

SAMPLE - AFFIRMATIVE ACTION PLAN PART 1 - CONTRACT COMPLIANCE QUALIFYING REPORT

- A. 1. Name of Contractor's Business _____
2. Address _____
3. City _____ State _____ Zip Code _____
4. Telephone Number _____ (Area Code) _____
5. Type of Business _____
6. The contractor has appointed _____ as its Equal Employment Opportunity Officer. This person has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action policies of this contractor, and may be contacted at (Address) _____ (Telephone Number) _____ concerning matters relating to Affirmative Action taken by this contractor.
7. Do you presently employ any Vietnam-era veterans? Yes No How many? _____
8. Do you presently employ any handicapped persons? Yes No How many? _____

I declare under penalty of perjury that the following is true and correct.

Date

Signature

Title

CURRENT WORK FORCE

OCCUPATIONAL CATEGORY	ALL EMPLOYEES			MINORITY EMPLOYEES				TOTAL MINORITIES		UNDERUTILIZATION		ANTICIPATED HIRING GOALS FOR TERM OF PROJECT					
	TOTAL	MALE		MALE		FEMALE		TOTAL	MINORITY	FEMALE		Total New Hires					
		MALE	FEMALE	Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native			YES	NO	YES	NO	M	F	F	
Administrative																	
Professional																	
Technical																	
Sales																	
Clerical																	
Skilled																	
Operatives (Semi-skilled)																	
Laborer (Unskilled)																	
Service Workers																	
TOTAL																	

SAMPLE - AFFIRMATIVE ACTION PLAN PART 2
AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

Name of Contractor, Subcontractor or Vendor

Adopts this plan to affirm its support of a program of equal employment opportunity, and to assure compliance with Executive Orders 11246 and 11375, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973; the California Fair Employment Practice Act, and the implementing entity's Affirmative Action Compliance Program. This contractor (or Subcontractor or Vendor) agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and the productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.

This contractor (or Subcontractor or Vendor) further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Affirmative Action Program is hereby established as the policy and practices of our company:

INSTRUCTIONS: Please answer each question by marking an "X" beside "A", "B", or "C". If "C" is marked, explain reason; use a separate sheet if additional space is needed.

1. Our company shall recruit and hire all employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap, and will treat all employees equally in respect to compensation and opportunities for advancement, including upgrading and promotion.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.
Explain "C" _____

2. Our company will actively use recruitment sources such as employment agencies, unions, and schools that have a policy of referring applicants on a nondiscriminatory basis.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.
Explain "C" _____

3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing policy with all local minority, handicapped and women's organizations and subcontractors and shall maintain records of the organizations responses.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.
Explain "C" _____

SAMPLE - AFFIRMATIVE ACTION PLAN PART 2
AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS (Continued)

4. Our company shall make specific and constant personal, written, and oral recruitment efforts directed at all local minority, handicapped and women's organizations, including schools, recruitment and training organizations.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

5. Our company shall make specific efforts to encourage present minority, handicapped and women employees to recruit their friends and relatives who status also comes under that of minority, handicapped or women.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

6. Our company will maintain a file of the names and addresses of each minority applicant and female applicant referred to the company for hiring, and if the applicant is not considered for employment or was not employed, the company's file should document this and the reason therefore.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

7. Our company shall notify the implementing entity Contract Compliance Officer when the union or unions with whom our company has a collective bargaining agreement have not referred to the company a minority, handicapped, or female worker sent for by the company or the company has other information that the union referral process has impeded the company's effort to meet the established goals of affirmative action.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

8. Our company will actively take steps to integrate any positions, departments or plant location which have no women or minorities or are almost staffed with one particular group.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

SAMPLE - AFFIRMATIVE ACTION PLAN PART 2
AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS (Continued)

9. Our company shall insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against minorities, handicapped, or women.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

10. Where reasonable, our company shall develop or finance on-the-job training opportunities and participate and assist in any association or employee group training programs relevant to the company's employee needs

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

11. Our company shall continually inventory and evaluate all minority, handicapped, and female personnel for promotion opportunities and encourage minority and female employees to see such opportunities.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

12. Our company shall make sure that seniority practices, job classifications, rates of pay, and other forms of compensation and other employee practices and classifications do not have an unlawfully discriminatory effect on handicapped, minority or female employees

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

13. Our company will make certain that all facilities normally used concurrently by all company activities are non-segregated.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

14. Our company shall make certain that all subcontractors are in compliance with the Affirmative Action Compliance Plan of the implementing entity, and that all project subcontractors have an approved Affirmative Action Plan.

- A. This is now a practice of our Company.
 B. Our Company will adopt this policy.
 C. Our Company cannot or will not adopt this policy.

Explain "C" _____

SAMPLE - AFFIRMATIVE ACTION PLAN PART 2
AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS (Continued)

15. Our Company shall solicit bids for subcontracts from minority subcontractors and female subcontractors subject to availability.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" _____

16. Our company shall make every effort to provide after school, summer and vacation employment to minority youths.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" _____

17. Our company shall continually monitor all personnel activities to insure that the implementing entity's Affirmative Action Policy for Contractors and Vendors is carried out.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" _____

Date

Signature

Title

STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS

TO: California Department of Industrial Relations
 Division of Apprenticeship Standards
 P.O. Box 420603
 San Francisco, CA 94142

AWARDING AGENCY ID NUMBER

--

If you do not have an ID number please contact DAS

FROM:

**EXTRACT OF
PUBLIC WORKS CONTRACT AWARD**

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

1. NAME OF GENERAL CONTRACTOR		2. CONTRACTOR'S LICENSE NO	
3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX)		4. CITY	
		5. ZIP CODE	6. TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS		8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY):	
9. NAME OF PROJECT		8a. County	
10. CONTRACT NUMBER	11. PROJECT NUMBER	12. DOLLAR AMOUNT OF CONTRACT AWARD	
13. FIRST ADVERTISED BID DATE MONTH DAY YEAR		14. CONTRACT AWARD DATE MONTH DAY YEAR	
16. STATE CONSTRUCTION BONDS YES NO If YES, List the Sources and Dollar Amount of Bond Proceeds: SOURCES DOLLAR AMOUNT		12a. ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions).	
		15. WHICH STATUTE, IF ANY, APPLIES TO THIS PROJECT?	
19. STARTING DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)		17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT? YES NO	
		18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to cmupla@dir.ca.gov YES NO	
20. COMPLETION DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)		21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED	
23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)		22. NEW CONSTRUCTION REMODELING ALTERATION, DEMOLITION, REPAIR OR MAINTENANCE	
Please list Sub-contractors and their worker classifications on page 2			
24. Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code?		YES	NO
25. SIGNATURE	26. TITLE	27. DATE	
28. PRINTED OR TYPED NAME	29. E-MAIL ADDRESS	30. TELEPHONE NUMBERS	
If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU responsibilities.			
31. NAME	32. TITLE	33. E-MAIL ADDRESS	34. TELEPHONE NUMBER

Duplication of this form is permissible

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ Date _____

Typed Name _____

Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

Tel. No. _____ Fax No. _____

Project information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*

<http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

DAS 142 (Revised 04/14)

*ADDT'L REQUIRED
DOCUMENTS
AND
SAMPLE DOCUMENTS*

ONE TIME FORMS

Project Wage Rate Sheet
Anticipated Work Schedule
Certification of Applicable Fringe Benefit Payments
Fringe Benefit Statement
Certificate of Understanding
Contractor/Subcontractor Information Sheet
W-9
Employee Information Sheet

Project Wage Rate Sheet

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

PROJECT NAME:	WAGE DECISION NUMBER/MODIFICATION NUMBER:
----------------------	--

PROJECT NUMBER:	PROJECT COUNTY:
------------------------	------------------------

WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
				GROUP #	BHR	
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
				GROUP #	BHR	
OTHER CLASSIFICATIONS						
			\$			\$
			\$			\$
			\$			\$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			\$		
			\$		
			\$		
			\$		

CERTIFICATION OF APPLICABLE FRINGE BENEFIT PAYMENTS

*Complete ONLY if Fringe Benefits are paid to plan or program and not directly to employees

Project Name: _____

Project Number: _____

Use this form to identify those bona fide fringe benefit plan(s) in which your employees are participating. List third party plans, funds or trustees to which your firm makes fringe benefit payments in the interest of your employees. Provide an hourly equivalent of each fringe type (in dollars). If your firm does not participate in approved fringe benefit type plans, then check the box below.

<u>Classification and Fringe Benefit Provided:</u>	<u>Hourly Rate:</u>	<u>Name and Address of Plan or Fund:</u>
1) <u>Health and Welfare</u>	_____	_____
<u>Pension</u>	_____	_____
<u>Vacation</u>	_____	_____
<u>Apprentice/Training</u>	_____	_____
_____	_____	_____
2) <u>Health and Welfare</u>	_____	_____
<u>Pension</u>	_____	_____
<u>Vacation</u>	_____	_____
<u>Apprentice/Training</u>	_____	_____
_____	_____	_____
3) <u>Health and Welfare</u>	_____	_____
<u>Pension</u>	_____	_____
<u>Vacation</u>	_____	_____
<u>Apprentice/Training</u>	_____	_____
_____	_____	_____

OR: (Check if Applicable)

I certify that I do not make payments to approved fringe benefit plans, funds or programs.

Contractor Company Name

By _____
Signature

Phone Number

Title

Date

FRINGE BENEFIT STATEMENT

Contract No.:	Project Name:	Date:
<p>INSTRUCTIONS: This form is to be submitted with the first certified payroll. In order that the Fringe Benefit rates can be used for checking payrolls or applied to Force Account work which may be done on the above contract the hourly rates for fringe benefits, subsistence and/or travel allowance payment (as required by collective bargaining agreements) made for employees on the various classes of work are tabulated below. THIS DOCUMENT CONTAINS PERSONAL INFORMATION AND PURSUANT TO CIVIL CODE 1796.21, IT SHALL BE KEPT CONFIDENTIAL IN ORDER TO PROTECT AGAINST UNAUTHORIZED DISCLOSURE.</p>		
Classification:	Effective Date:	Subsistence or Travel Pay:
Health and Welfare \$	Trust Fund Paid To: (Name)	
	Address:	
Pension \$	Trust Fund Paid To: (Name)	
	Address:	
Vacation/Holiday \$	Trust Fund Paid To: (Name)	
	Address:	
Training and/or Other \$	Trust Fund Paid To: (Name)	
	Address:	
Classification:	Effective Date:	Subsistence or Travel Pay:
Health and Welfare \$	Trust Fund Paid To: (Name)	
	Address:	
Pension \$	Trust Fund Paid To: (Name)	
	Address:	
Vacation/Holiday \$	Trust Fund Paid To: (Name)	
	Address:	
Training and/or Other \$	Trust Fund Paid To: (Name)	
	Address:	
Classification:	Effective Date:	Subsistence or Travel Pay:
Health and Welfare \$	Trust Fund Paid To: (Name)	
	Address:	
Pension \$	Trust Fund Paid To: (Name)	
	Address:	
Vacation/Holiday \$	Trust Fund Paid To: (Name)	
	Address:	
Training and/or Other \$	Trust Fund Paid To: (Name)	
	Address:	
<p>Supplemental statement must be submitted during the progress of work should a change in rate of any of the classifications be made. I CERTIFY THAT THE FRINGE BENEFIT PAYMENTS ARE MADE TO THE APPROVED PLANS, FUNDS OR PROGRAMS AS LISTED ABOVE.</p>		
Submitted (Contractor/Subcontractor)	By (Name and Title)	Signature

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
LOS ANGELES AREA OFFICE, REGION IX
AT&T CENTER
611 W. 6TH STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90018

CERTIFICATE OF UNDERSTANDING

Project Name: _____

Project Number: _____

This is to certify that the principals, and the authorized payroll officer, below, have read the "Contractor's Guide to Davis-Bacon Prevailing Wage Requirements for Federally-Assisted Construction Projects and the labor standards provisions pertaining to the subject project and that both parties understand these requirements.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Payroll Officer (please print)

Payroll Officer (Signature)

Contractor/Subcontractor: _____

By: _____
(Authorizing Signature of Partner/Corporate Officer or Owner)

Title: _____

Date: _____

Payroll officer may self-certify authorization to sign payroll reports ONLY if a sole-proprietor. All others MUST have authorization from a second Corporate Officer/Partner or Owner.

Contractor/Subcontractor License Number

CONTRACTOR/SUBCONTRACTOR INFORMATION SHEET

General Contractor/Subcontractor Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Phone Number: () _____ **Fax Number:** () _____

E-mail Address: _____

(IRS) Employer Tax ID#: _____ **State Tax ID#:** _____
(For Individuals this number is usually the Social Security Number)

Contractor/Subcontractor is:

_____ **An individual** _____ **A Company** _____ **A Corporation** _____ **A Partnership**

Please list all partner's names: _____

_____ **A Certified Small Business** (A copy of the certification from the Office of Small and Minority Business is attached.)

_____ **A Certified Disabled Veteran Business** (A copy of the certification from the Office of Small and Minority Business is attached.)

_____ **A minority owned business whose ethnicity is:** _____

_____ **A woman owned business**

PROJECT INFORMATION

Project Number and/or Name: _____

Project Address: _____

City: _____ **State:** _____ **Zip:** _____

Number of Units: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Wage Decision: _____

CONTRACTOR'S OR SUBCONTRACTOR'S SIGNATURE

DATE

TITLE

LICENSE NUMBER

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² 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. 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 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 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 1983 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
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 ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(1)(A))	The owner ³
	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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

WEEKLY PAYROLL FORMS

Certified Payroll Information Sheet
Weekly Payroll Form with Instructions
Statement of Compliance with Instructions
Statement of Non-Performance (for non-work weeks)
Daily Sign-In Sheet

Instructions for Completing Payroll Form, WH-347

OMB Control No. 1215-0149, Expires 12/31/2011.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

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. § 3145) requires 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.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each

STATEMENT OF COMPLIANCE

*Form Approved
OMB No. 1215-0149
Expires June 30, 2000*

The public reporting burden for this collection of information is estimated to average 18 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (1215-0149). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ORGANIZATION. RETURN THE COMPLETED FORM TO THE CONTRACTING OFFICER.

1. PAYROLL NUMBER	2. PAYROLL PAYMENT DATE (YYYYMMDD)	3. CONTRACT NUMBER	4. DATE (YYYYMMDD)
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I, _____, _____ do hereby state
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____
(Contractor or subcontractor)
 on the _____; that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person
(Contractor or subcontractor)
 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 CFR 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. 276c), 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 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

6. REMARKS

6. NAME (Last, First, Middle Initial)	7. TITLE	8. SIGNATURE
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

Statement of Non-Performance

COMPANY INFORMATION			
Company Name			Date
Street Address		Suite/Unit #	
City	State	Zip	
License Number	Issuing State(s)	Classification	Expiration
Federal Tax ID #	Dunn & Bradstreet Number		

PAYROLL INFORMATION	
Payroll #	Date

STATEMENT
<p>I hereby state that no persons were employed on the construction site of _____ (Project Name/Number)</p> <p>during the payroll period commencing on the _____ day of _____, _____ (Day) (Month) (Year)</p> <p>and ending on the _____ day of _____, _____ (Day) (Month) (Year)</p>

SIGNATURE	
Print Name	Title/Position
Authorized Signature	Date