



CITY OF VICTORVILLE

SPECIFICATIONS AND CONTRACT DOCUMENTS

**FOR
*REQUEST FOR BID***

***TREMCO ROOF RESTORATION
OF
HOOK COMMUNITY CENTER***

Project #ES16-004

Bid Opening Date and Time

Tuesday,

September 1, 2015 at

2:30 p.m.

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SECTION A

SPECIAL PROVISIONS AND INSTRUCTIONS TO BIDDERS

CITY OF VICTORVILLE
NOTICE INVITING BIDS

1. PROJECT TITLE - City of Victorville "RFB for Tremco Roof Restoration of Hook Community Center-#ES16-004".
2. SEALED BIDS - Notice is hereby given that sealed bids will be received by the Purchasing Agent of the City of Victorville until **2:30 p.m., PST on Tuesday, September 1, 2015**, for the work to be done as described in the document entitled Technical Requirements and Contract Documents for "**RFB for Tremco Roof Restoration of Hook Community Center - #ES16-004**". All bids submitted shall be on the Bid Proposal Form provided by the City of Victorville.
3. BIDDER'S BOND REQUIRED - 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. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public contract Code, Section 20170.
4. CONTRACT DOCUMENT - The technical requirements for this project are available from the Purchasing Section, City of Victorville, 14343 Civic Drive, Victorville, California, 92392, telephone (760) 243-6371.
5. MANDATORY PRE-BID MEETING / JOB WALK - A mandatory pre-bid meeting has been scheduled for all prospective bidders. The meeting will be held on **August 20, 2015 at 10:00 a.m. at City Hall Conference Room A, with a job walk immediately following at the Hook Community Center, 14973 Joshua Street, Victorville, CA, 92394.**

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 Tremco representative will be available to answer any questions regarding the materials/installation.

A bid received from a contractor who is not represented by a duly authorized agent at the pre-bid meeting shall be considered non-responsive and rejected from further contract award consideration.
6. CONTRACTOR'S LICENSE - The successful bidder must be certified by the Contractor's State License Board and must hold the appropriate contractors license (C-39) at the time of the award of this contract, to complete the work as described.
7. PREVAILING RATE OF WAGES – **Federal 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.
8. LOCATION OF WORK - The project is located at the main Library, 14973 Joshua Street., Victorville, CA 92394.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE

Dated: August 5, 2015

/s/ Marcie Wolters, Deputy City Clerk

CITY OF VICTORVILLE
SPECIAL PROVISIONS – Instructions to Bidders

Tremco Roof Restoration on Victorville Hook Community Center

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

1. CONTACTS

Procurement Process:

Elizabeth Salcido, Purchasing Technician
Phone: (760) 243-6371; Fax: (760) 269-0045
Address: 14343 Civic Dr., Victorville, CA 92392
Email: esalcido@victorvilleca.gov

CDBG Requirements:

Liliana Collins, Management Technician
Phone: (760) 243-6312, Fax (760) 269-0080
Email: lcollins@victorvilleca.gov

2. DEFINITIONS

Wherever in the Technical Requirements, 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. Christian Guntert, Director of Community Services.
- 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 special provisions, and including his 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.

3. PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions of the Notice Inviting Bids for the requirements and conditions which must be observed in the preparation of the Proposal form and the submission of the bid.

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 herewith. Additional bid proposal forms may be obtained from the

Purchasing Section of the Finance Division of the Administrative Services Department, City of Victorville.

Any prospective bidder desiring an explanation or interpretation of the solicitations, drawings, specifications, etc., must make request in writing to the Purchasing Section, soon enough to allow a reply to reach all prospective bidders before the submission due date 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.

4. EVALUATION OF BIDS

The City of Victorville reserves the right to accept or reject any and all bids 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; ability to complete the job in the specified time and with the specified quality of workmanship; as well as the lowest and best price.

5. AWARDS AND EXECUTION OF CONTRACT

The bidder's attention is directed to the Notice Inviting Bids and Special Provisions for the requirements and conditions concerning award and execution of the contract.

Bids will be received at the Office of the Purchasing Agent for the City of Victorville, 14343 Civic Drive, Victorville, California, 92392, **until 2:30p.m. on September 1, 2015**, at which time and place the bids will be publicly opened and read aloud, in **Conference Room "A"** of City Hall, by the City Clerk. **Bids will be submitted in sealed envelopes, double envelope style, the inside clearly marked "BID PROPOSAL FORM FOR TREMCO ROOF RESTORATION OF THE HOOK COMMUNITY CENTER, #ES16-004."** The outside envelope shall be marked to the attention of the Purchasing Agent. All bids submitted shall be on the Bid Proposal Forms provided.

The City of Victorville reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding. 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 City Council. 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.

6. 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:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance form providing coverage for "all risks" of loss.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit. (\$2,000,000)
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction Completed value of the project.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions 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 retentions 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. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. 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.
3. 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.

4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suite is brought, except with respect to the limits of the insurer's liability.
5. 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.

Course of construction policies shall contain the following provisions:

1. City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

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. The endorsements are to be on forms provided by the City. 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 insureds under the policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. A CG-10 (Rider) shall be submitted to the Owner prior to commencement of any work by the Contractor. The Contractor is responsible for the safety of its employees and subcontractors on the job site.

Contractor shall defend, indemnify, and hold harmless Owner, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Contractor, its personnel, employees, agents, or subcontractors in the performance of the Work or this Contract. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of Owner, its elected officials, officers, employees, agents, and/or volunteers, for all legal expenses and costs incurred by each of them. Contractor's obligation to indemnify shall survive the expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by Owner, its elected officials, officers, employees, agents, or volunteers. The indemnification provided for herein excludes such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, which is due to the sole and exclusive negligence of Owner as determined by a court or administrative body of competent jurisdiction.

7. 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 shall guarantee the entire work constructed by him under the Contract to be free of defects in materials and workmanship for a period of 1 year following the date of acceptance of the work by the Owner's governing body. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor shall further agree to indemnify and save harmless the Owner, and their officers, agents and employees, against and from all claims and liability arising from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Director. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor and his surety shall be liable to the Owner for the cost of such work. The guarantee and conditions specified in Section 6 shall be secured by a surety bond which shall be delivered by the Contractor to the Owner prior to the date on which final payment is made to the Contractor. Said bond shall be in an approved form and executed by a surety company or companies satisfactory to the Owner, in the amount of 100 percent of the contract price, or \$1,000, whichever is greater. Said bond shall remain in force for the duration of the guarantee period specified in Section 6. Instead of providing such a bond as described above, the Contractor may, at his option, provide for the faithful performance bond furnished under the Contract to remain in force for said amount until the expiration of said guarantee period. Specific guarantees for periods longer than one year may be specified in the Special Conditions for certain items or portions of the work. The contractor, simultaneously with execution of the Agreement 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 ad admitted surety insurer in the State of California 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.

Security obligation for subcontractors: Pursuant to Public Contract Code Section 4108, Contractor shall require all subcontractors providing labor and materials in excess of one-hundred thousand dollars (\$100,000) to supply Payment & Labor and Materials Bonds in the amounts and manner required of the Prime Contractor. The Prime Contractor shall specify this requirement for subcontractor bonds in his written or published request for subcontractor bids. IF the cost of the bonds is to be borne by the subcontractor, that fact shall also be stated in Prime Contractor's written or published request for subcontractor bids.

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

8. 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 **60 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 noticed posted on the job site or mailed to the contractor to timely prosecute and complete the work or the contract may be terminated and fees 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 day's 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 Director may determine for: changes ordered in the work, labor disputes, fire, unusual delay in transportation, unavoidable casualties, acts of God, or causes beyond the contractor's control. The Chief Financial Officer must also sign and approve any change orders requested, prior to starting the additional work.

9. 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 the documents is to require a complete and finished piece of work. The contractor at his 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 maybe definitely stipulated in the Technical Requirements or the Special Provisions to be furnished by the City. Anything shown in the Special Provisions and not in the Technical Requirements, or in the Technical Requirements and not in the Special Provisions, shall be performed by the contractor as though shown on both the Special Provisions and Technical Requirements.

The Contract Documents shall consist of the Notice Inviting Bids, Instructions to Bidders, Accepted Proposal, Bid Proposal form(s), List of Subcontractors, Bid Security form with cashier's check or bond, the Contract, Faithful Performance Bond, Material and Labor Bond, the Non-Collusion Affidavit, and the Special Provisions. 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.

10. AUTHORITY OF THE DIRECTOR OF COMMUNITY SERVICES

Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in the Technical Requirements or Special Provisions, the matter shall be referred to the Director of Community Service, or the designee, who shall decide the same in accordance with the true intent and meaning as construed by him/her. Any differences or conflicts which may arise between the Contractor and any other contractor also under the contract administration of the Director of Community Services, or the designee, shall be arbitrated by the Director of Community Services.

11. 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 Director, 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.

None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Director, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Director, incompetent, disorderly, or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the consent of the Director. Such discharge shall not be the basis of any claim for damages against the Owner or any of its agents.

The Contractor shall be responsible for the custody of any material furnished him for the care of all 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 in a neat and clean condition, and free from any unsightly accumulation of rubbish. He 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 his failure to do so, the same may be removed by the City at the in the event of failure to do so, the same may be removed by the City at the expense of the Contractor.

12. TECHNICAL REQUIREMENTS

The Contractor shall keep at the work site a copy of the Technical Requirements and shall at all times provide the Director access thereto.

The Contractor shall check all dimensions and quantities on the drawings or schedules herein contained and shall notify the Director of all errors therein which may be discovered by examining and checking the plans. He 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 Director 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.

13. 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.

14. 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 Director at the Contractor's expense.

15. WATER AND POWER

Unless otherwise provided in the Special Provisions, the Contractor shall provide, at Contractor's own expense, all necessary water and power required for his operations under the Contract. During the progress of the work, Contractor shall ensure that existing facilities, fences, and other structures are adequately protected and that, 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.

16. 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 relocations 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.

17. SUBCONTRACTING

In accordance with the requirements of these Special Provisions, each bidder shall list in his 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 perform a portion of the work. Said list shall include for each subcontractor: Name of Sucontractor, 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 five 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 prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, 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.

18. PERMITS AND LICENSES

The Contractor shall obtain all necessary licenses and permits, including business licenses, to accomplish the work. Permits for City-related contracts are to be obtained. The Contractor shall obtain all required permits prior to commencing work and shall submit the work in progress to periodic inspection by the *Development Department Building* Inspector of the City of Victorville and shall honor all correction notices issued by same. All contacts regarding inspections shall be made to the *Building Division of the Development* department within the City.

19. 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.

The Contractor shall properly safeguard all equipment, materials, and work against loss, damage, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the Owner. Locked and covered storage or continuous surveillance by a watchman shall be provided if required to accomplish this purpose.

20. FINAL ESTIMATE, PAYMENT, AND ACCEPTANCE OF THE WORK

Upon completion of the work, the Contractor may request full payment for his work, and after acceptance of the work by the City, the City will make a final payment as described above. The amount retained will continue to be retained until thirty-five (35) days after the date of acceptance and upon receipt of appropriate invoices and lien releases. 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".

At the expiration of thirty-five (35) days from the date of recording of the Notice of Completion, 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.

21. 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 of the Finance Division, City of Victorville, 14343 Civic Drive, Victorville, California, 92932.

22. 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.

23. TERMINATION FOR DEFAULT

The City of Victorville, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to;

1. Deliver the supplies or to perform the services within the time specified in this contract or

any extension; or

2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

The City's right to terminate this contract may be exercised if the Contractor does not cure such failure within five (5) days, after receipt of the written notice from the City of Victorville. Upon termination of the contract with the successful Proposer, the City of Victorville may award the contract to the second lowest responsible Proposer, if it is deemed to be in the best interests of the City of Victorville.

24. WORK NOT LISTED IN PROPOSAL

It is the intent of the special provisions, technical requirements, and contract documents to provide for the demolition of the structures listed in the Technical Requirements unless otherwise specifically provided. Except for authorized changes in the work, payment for said demolition of structures 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 special provisions, technical requirements, 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 therefor 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 Director of Community Services and the Chief Financial Officer, 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.

25. 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.

26. 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.

27. 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 or 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.

28. NON-COLLUSION AFFIDAVIT

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

29. 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 the bid proposals for award of contract.

30. PREVAILING RATE OF WAGES – FEDERAL 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 Davis-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 CA140037, dated July 31, 2015** 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.

Federally Funded or Assisted Projects – State prevailing wage rates, when higher, are required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort.

NOTE: ONE TIME FORMS MUST BE FILLED OUT AND RETURNED PRIOR TO COMMENCEMENT OF WORK. WEEKLY 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 of 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).

Certified Payroll Reporting (CPRs) – In addition to above, the Department of Industrial Relations has recently upgraded the “Electronic Certified Payroll Reporting (eCPR) system. Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must also use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system.

31. **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](http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf) is available on HUD's web page at, <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

32. **SENATE BILL 854 STATE REQUIREMENTS**

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (see Submission Certification, Page D-18).

33. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. FFATA legislation requires information on federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov.

Contractors who are sub-awardees of federal funds in an amount greater than \$25,000 are required to enter their award information on www.USASpending.gov website. This website ensures that the public can access information on all entities and organizations receiving Federal Funds.

34. **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. 1701a (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).

35. **ASSIGNMENT OF CONTRACT**

The successful bidder shall not assign or transfer any or all of its rights, burdens, duties or obligations, or to subcontract any part of the work to any other party without the prior written consent of the City of Victorville.

36. **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 Director of Community Services 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.

Upon completion of the work, the Contractor may request full payment for his work, and after acceptance of the work by the City, the City will make a final progress payment as described above. The amount retained will continue to be retained until thirty-five (35) days after the date of acceptance and upon receipt of appropriate invoices and lien releases. In case of default by the Contractor, the retention shall be retained by the City, as liquidated damages, as provided in the section relating to Suspension of Contract.

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, stolen, 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 (1 ¼) 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 transferences of subcontractors, except as approved by the Director of Community Services, 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 Shop Drawings and Wiring Diagrams have been submitted and approved by the Contractor or the Consultant, and the Director of Community Services, 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.

NOTE: An appropriate lien release is required with each invoice to the City. Payment of the invoice may be delayed when the lien release is not included with the Contractor's invoice.

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 – hereafter 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.

37. 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 Director of Community Services 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 Director of Community Services 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 Director of Community Services. The City will not be liable for, and in making this determination, the Director of Community Services will exclude all damages which the Director of Community Services 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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 bidders to fill out the attached "Construction/Demolition Waste Recycling Plan" (C/DWRP, Attachments D). The plan outlines how the bidder will divert 50% of waste material from the landfill in order to achieve the State goal. At a minimum, bidders must divert scrap metal, concrete, and asphalt.

The successful bidder is also required to complete and submit the attached "Summary Waste Disposal and Diversion Report" (SWDDR, Attachment D). 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.

Bidders 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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).

53. 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.

54. 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.

55. 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.

56. 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." (See page D-19-20).

57. 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: CA150037 07/31/2015 CA37

Superseded General Decision Number: CA20140037

State: California

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

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	02/20/2015
4	03/27/2015
5	05/08/2015
6	06/19/2015
7	07/10/2015
8	07/17/2015
9	07/24/2015
10	07/31/2015

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

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

* BRCA0004-011 05/01/2015

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 37.15	13.02

*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

BRCA0018-004 06/01/2014

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

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08

(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0440-004 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

	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, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. 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. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2015

	Rates	Fringes
Electricians:.....	\$ 36.07	21.90

CABLE SPLICER: \$1.00 per hour above Electrician rate.
TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

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

ELEV0018-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.90	28.38

FOOTNOTE:

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

 ENGI0012-003 07/06/2015

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 41.30	23.35
GROUP 2.....	\$ 42.08	23.35
GROUP 3.....	\$ 42.37	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 42.73	23.35
GROUP 6.....	\$ 42.84	23.35
GROUP 7.....	\$ 42.96	23.35
GROUP 8.....	\$ 43.13	23.35
GROUP 9.....	\$ 43.30	23.35
GROUP 10.....	\$ 44.30	23.35
GROUP 11.....	\$ 45.30	23.35
GROUP 12.....	\$ 46.30	23.35
GROUP 13.....	\$ 47.30	23.35

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

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

caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator

operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

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

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

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

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

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline,

clamshell operator (over 7 cu. yds., M.R.C.)

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading

shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side

of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

ENGI0012-004 08/01/2014

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 48.60	22.40
(2) Dredge dozer.....	\$ 42.63	22.40
(3) Deckmate.....	\$ 42.52	22.40
(4) Winch operator (stern winch on dredge).....	\$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 41.43	22.40
(6) Barge Mate.....	\$ 42.04	22.40

IRON0377-002 07/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	20.21
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.85

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

LABO0300-005 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, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of

decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 34.79	17.92
GROUP 2.....	\$ 33.84	17.92
GROUP 3.....	\$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunitite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2014

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 35.74	16.48
GROUP 2.....	\$ 36.06	16.48
GROUP 3.....	\$ 36.52	16.48
GROUP 4.....	\$ 37.21	16.48
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; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; 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: 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, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - 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; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; 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: 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; Oversize

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

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 other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-005 07/01/2014

	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

LABO1414-003 08/07/2013

	Rates	Fringes
LABORER		
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, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine

Corps Logistics Supply Base, Marine Corps Pickle Meadows,
Mountain Warfare Training Center, Naval Air
Facility-Seeley, North Island Naval Air Station, Vandenberg
AFB.

* PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.29	12.83
(2) All Other Work.....	\$ 30.72	12.83

REPAINT of any previously painted structure. Exceptions:
work involving the aerospace industry, breweries,
commercial recreational facilities, hotels which operate
commercial establishments as part of hotel service, and
sports facilities.

PAIN0036-008 10/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 35.18	15.91

PAIN0036-015 06/01/2015

	Rates	Fringes
GLAZIER.....	\$ 40.70	20.92

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
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

PAIN1247-002 01/01/2015

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.85	13.56

PLAS0200-008 08/06/2014

	Rates	Fringes
PLASTERER.....	\$ 37.43	13.28

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE
CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2015

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 32.30 20.65

 PLUM0016-002 07/01/2015

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 45.96	20.71
Work at Edwards AFB.....	\$ 52.96	20.71
Work at Fort Irwin Army		
Base, Marine Corps		
Logistic Base at Nebo,		
Marine Corps Logistic Base		
at Yermo and Twenty-Nine		
Palms Marine Base.....	\$ 56.46	20.71
Work ONLY on new additions		
and remodeling of bars,		
restaurants, stores and		
commercial buildings, not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 44.54	19.73
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 35.16	18.06

 PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

 ROOF0036-002 08/01/2014

	Rates	Fringes
ROOFER.....	\$ 35.02	13.57

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.

SFCA0669-009 07/01/2013

Does not include the northern part of the City of Chino, or the
Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.19	19.37

SFCA0709-004 01/01/2015

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF
MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.46	24.17

SHEE0105-003 07/01/2015

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 41.26	25.38
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 41.26	25.38

TEAM0011-002 07/01/2014

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.99	24.14
GROUP 2.....	\$ 28.14	24.14
GROUP 3.....	\$ 28.27	24.14
GROUP 4.....	\$ 28.46	24.14
GROUP 5.....	\$ 28.49	24.14
GROUP 6.....	\$ 28.52	24.14
GROUP 7.....	\$ 28.77	24.14
GROUP 8.....	\$ 29.02	24.14
GROUP 9.....	\$ 29.22	24.14
GROUP 10.....	\$ 29.52	24.14
GROUP 11.....	\$ 30.02	24.14
GROUP 12.....	\$ 30.45	24.14

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, 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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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

**TECHNICAL & SPECIFICATION
REQUIREMENTS**

PART I - GENERAL

1.01 SCOPE OF WORK

- A. Scope of work for roofing work on the Hook Community Center Gymnasium High Roof for the City of Victorville. Contractor shall perform specified renovations and install a RapidSet restoration system with Title 24 Approved surfacing on the High Gymnasium roof.
- B. This project requires the installation of cold applied, solvent free, low odor coatings. All products shall be UL and FMG Labeled and repair and restoration materials will not diminish any current UL Class A Fire Ratings or FMG wind uplift ratings on the existing roofs:
 - 1. No flames or hot kettles shall be used due to odors, fumes and smoke created during heating and application of materials. No solvents or products containing solvents shall be used or brought onto the site during the application of the coating system. The fabric plies, mastics and coating shall be entirely free of petroleum solvents. All products used or brought onto the site shall be entirely asbestos-free.
 - 2. All products will comply with current City of Victorville, State of California, County of San Bernardino, CBC and Title 24 codes and all SQAMD VOC requirements.
- C. Contractor shall acquire a non-destructive moisture survey using a Tramex Dec Scanner or equal roof moisture scanning system from roofing system manufacturer on ONLY the High Gymnasium Roof to objectively verify that there is no water trapped within the roof system assembly.
 - 1. The moisture survey shall be performed by a Registered Roof Observer (RRO) employed by the roofing system manufacturer and credentialed by the Roofing Consultants Institute.
 - 2. Photos of any wet areas found and an inspection report shall be provided to owner and contractor.
 - 3. Any areas indicated wet by the scanner shall probed with a Delmhorst Moisture Resistance Meter and cored for further verification and then marked with roof paint if wet. All wet areas shall be clearly marked.

1.02 INSTALL NEW SADDLE CRICKETS

- A. Furnish and install specified labor and materials install new saddle crickets at the east and west walls:
 - 1. Tear off existing roof:
 - a. Existing roof assembly shall be removed to the steel deck at crickets and east and west parapets. Remove and set aside sheet metal coping. Remove existing sheet metal scupper drains and overflows. See attached drawing.
 - b. Inspect steel deck for any damage.
 - c. Clean with wire wheel and treat rusted areas with zinc oxide rust inhibitive coating – Rustoleum or equal.
 - d. Any rusted through decking shall be treated as above and covered with new 24 gauge galvanized sheet metal screwed to deck or replaced with new matching deck.
 - e. Consult with owner for any required steel deck replacement to allow owner to perform repairs.
 - 2. Raise parapet, penetration and curb heights:

The parapet interior will be covered with the granulated APP Modified Bitumen cap sheet and the polyester fabric acrylic coated plies to provide complete waterproofing and match the appearance of the completed roof system from the roof side. The exterior will have the raised cap fabricated in the roofer's sheet metal shops to match up the existing coping but shall have an extended face so that the bottom drip edge will align and match up with the existing sheet metal coping that remains. This gives an "original" look to the completed exterior with a coping that can be painted to match the other metal trim. The Nailers are completely wrapped over with the roofing plies before the new coping extension is installed fully waterproofing the wall top, then the sheet metal coping extension is installed and secured following the normal NRCA and FM guidelines which call for a continuous perimeter cleat fastened at 8" o.c. into the bottom original wood nailer exterior face with the coping clipped over the cleat. The interior coping face is fastened into the new Treated Wood nailer extension at 24" o.c. The Treated Wood Nailer

is noted as either 2X or 4X to allow the roofer flexibility to adjust the parapet to meet the minimum interior required height while keeping the coping exterior elevation profile as low as possible. This will help keep to the original building appearance (see attached drawing).

- a. Add 2X or 4X pressure treated wood nailer(s) as required to raise parapet over new crickets to allow for a minimum of 6" height over the roof surface at the new cricket ridge line.
 - b. New crickets shall have minimum 1/2" per 12" slope and shall extend from south and north parapet wall to wall.
 - c. All penetrations must be extended to a minimum 8" above finished roof and flashed with Tremco Alphaguard MT flashing per Tremco product guidelines.
 - d. Adjust curb & penetration locations and/or new cricket water ways to allow for min 12" clearance from Centerline of new water ways to new penetrations and curbs flashings.
 - e. Install new 4 lb. lead flashing over all penetration pipes and prime and strip in with a five course of Polyroof SF and Burmesh webbing over Torched Cap sheet.
 - a) New lead flashings shall have integral lead caps.
3. Install new tapered insulation sloped saddle crickets:
- a. After steel deck has been exposed and inspected with any required repairs complete, install new tapered insulation saddle crickets. See attached drawing showing new Ridge and valley water way lines for new BUR saddle crickets.
 - b. Crickets shall be isocyanurate with R value and base layer thickness to match existing roof insulation
 - c. Install new isocyanurate taper board adhered with Tremco Low Rise Foam. Follow Tremco product guidelines.
 - d. Over isocyanurate board install 1/4" DensDeck Dura Guard board adhered with Tremco Low Rise Foam. Follow Tremco product guidelines.
 - e. Adjust new insulation and cover board thickness and height to be flush with existing roof membrane to allow for a smooth and even water way valley.
 - f. **Minimum slope of all new crickets shall be not less than 1/2" in 12" slope starting from the bottom of the opening of the new scuppers. Placement of new crickets shall be adjusted to drain from new water ways directly into new scupper drains with no ponding.**
4. Install new torch on cap sheet membrane over new crickets:
- a. Over new crickets install new Tremco torch applied Power Ply APP FR granulated cap sheet over new crickets and tie-in to 24" up existing roof from centerline of water ways and up and over both east and west side parapet walls.
 - b. Replace existing sheet metal scupper drains and overflow scuppers with new 24 gauge sheet metal replacements. New scuppers shall have 6" wide 4 lb lead flanges and shall primed top and bottom and shall be set in Polyroof SF mastic and five coursed with Polyroof SF and Burmesh webbing to seal.

1.03 ROOF RESTORATION

- A. The Tremlastic S & Rapid Set system that is the basis of design is a high tensile strength fabric reinforced solvent free modified cold applied roof system with a very rapid watertight cure time of not more than one day. This system is watertight and ready to coat within one day of application. The finished system shall be Energy Star Certified and shall be approved as a State of California Cool Roof Rating Council (CRRC) Title 24 application. Upon completion of all work and approval by Tremco, contractor shall provide to Owner a Ten Year QA Restoration Warranty.
- B. Any areas of roofing verified as wet during the moisture survey shall be removed and replaced and made watertight.
 1. Fill insulation with new faced Atlas II isocyanurate insulation and Temple Inland six side coated fiber board set in Tremco Low Rise Insulation Adhesive or Fas-N-Free Insulation Adhesive.
 2. Fill in membrane with Tremco PowerPly SA Base as base sheet and mid plies with PowerPly SA Cap Sheet. Extend cap sheet over edge of roof 6" and strip in edges with a three-course application of Polyroof SF and Burmesh.

3. Alternate:
 - a. Install DensDeck cover board flush to existing roof and install Tremco Power Ply APP Base Sheet and Power Ply APP FR granulated cap sheet.
 - b. Strip in edges with a three-course application of Polyroof SF and Burmesh.

- C. Tremlastic S and RapidSet Polyester and coating application
 1. Upon the completion of all repairs contractor shall have Tremco inspector approve surface for installation of Rapid Set system.
 2. Allow all repairs to cure three days then power wash all surfaces clean and let dry.
 3. Roof surface shall be clean, free of dirt, dust and oils unoxidized and ready to prime.
 4. Prime all roof surfaces and flashings with a uniform application of Tremprime WB Primer at 300 sq.ft./gal.
 5. Install one ply of Tremco Rapid Set Reinforcing Fabric in Tremlastic S adhesive to all surfaces.
 6. At walls and curbs hold Polyester to 1" below existing coping and apply an extra 4" wide brushed in top coat of Tremlastic over the top edge of Polyester.
 7. Apply a base cant of TremLite Trowel Grade Mastic over the base of all penetration flashings to seal edge of polyester to penetration base.
 8. Rapid Set plies may be coated within 8-12 hours of dry weather
 - c. Application rate for Tremlastic S.
 9. After Rapid Set Fabric is installed, contractor shall have Tremco inspector approve surface for coating. Roof surface shall be clean, free of dirt, dust and oils unoxidized and ready to receive coating.
 10. After approval and cure, contractor shall apply 3 gal/100 sq.ft. of Solargard 6083 Coating in two coats at 1.5 gal/100 sq.ft. per coat over the bare adhered polyester. Let dry between coats.
 11. Roof exhaust fans and sheet metal pans shall be masked off and covered with plastic to prevent overspray.
 12. Allow coating to fully cure before allowing surface traffic.

- D. At sheet metal coping and curb flashings:
 1. After coating is cured to allow foot traffic install 4" hemmed and drip edged 24 gauge galvanized sheet metal skirt fastened at 12" o.c. tucked under existing coping or pan.
 2. All coping joints shall be scraped clean and primed with Tremco Alphaguard MT Primer WB and sealed with a neatly tooled bead of TremSeal D Sealant.

1.05 QUALITY CONTROL

- A. Contractor shall:
 1. At owner's option and request, submit an affidavit attesting the Contractor has in place and fully implemented a written Health, Safety, and Environmental Plan and the plan is compliant with all applicable Federal, State, and Local regulations.
 2. Be experienced in cold process roofing and coating a minimum of ten (10) years.
 3. Be approved by Owner.
 4. Be a Manufacturer Certified or Approved Contractor.
 5. Be required to acquire inspection days utilizing Manufacturer's RRO RCI Certificated Job Site Inspector. **The minimum number of Job Site Inspection days will be four. All Contractors shall include Four (4) Job Site Inspections days in their base bid.**
 6. Not have been in Chapter 7 during the last ten (10) years.
 7. Provide list of at least 3 projects available for inspection employing same roof system. Projects must be within a climate comparable to the building location.

- B. Roofing material manufacturer shall:
 1. Be Associate Member in good standing with National Roofing Contractors' Association (NRCA) for at least five (5) years.
 2. Be nationally recognized in roofing, waterproofing, and moisture survey industry.
 3. Be approved by Owner.
 4. Has not been in Chapter 11 during the last ten (10) years.
 5. The roofing material manufacturer will be ISO 9001 registered for at least five (5) years prior to the date of this specification.
 6. Employ an RCI (Roof Consultants Institute) Certificated RRO (Registered Roof

Observer) as Job Site Inspector available for Job Site Inspection and for final roof inspection.

7. Provide local Field Advisor Representative to make periodic site visits, report work quality and job progress and advise owner in conjunction with RRO Job Site Inspector.
8. The presence and activity of the manufacturer's/ specifier's representative and/or Owner's representative shall in no way relieve the contractor of contract responsibilities or duties.

C. Project meetings:

1. Pre-Bid Conference:

- a. Will be held at place and time determined by Owner.
- b. Attendance: Roofing material manufacturer, Contractor and Owner's Representative.
- c. Agenda: Distribution of contract documents; Review of specification; Walkover inspection.

2. Pre-construction conference:

- a. Will be scheduled by Owner's Representative within fifteen (15) days after notice of award.
- b. Attendance: Roofing material supplier, Contractor, Representative of Owner.
- c. Agenda: Payment terms, Distribution of contract documents, Submittal of list of subcontractors, material submittal, and progress schedule. Designation of responsible personnel. Walkover inspection.

3. Progress meetings:

- a. Will be scheduled by Owner's Representative as required.
- b. Attendance: Roofing material supplier, Contractor, Representative of Owner

4. Final inspection:

- a. Will be scheduled by roofing material manufacturer upon job completion.
- b. Attendance: Contractor, Roofing material manufacturer, Roofing material manufacturer, technical service representative.
- c. Minimum agenda: Walkover inspection, Identification of problems which may impede issuance of warranty.

D. Random sampling:

1. During course of work, Owner's Representative may secure samples according to ASTM D 140-98 of materials being used from containers at job site and submit them to an independent laboratory for comparison to specified material.
2. Should test results prove that a material is not functionally equal to specified material: Contractor shall pay for all testing. Roofing installed and found not to comply with the specifications shall be removed and replaced at no change in the contract price.

E. If the Contractor feels a conflict exists between what is considered good roofing practice and these specifications contractor shall state in writing all objections prior to submitting quotations.

F. It is the Contractor's responsibility during the course of the work, to bring to the attention of and notify the Owner's representative first verbally, then in writing, of any defective membrane, insulation or deck discovered where not previously identified.

G. The Contractor shall keep at the work site a copy of the plans and specifications, to which Owner's Representative shall have access at all times.

H. The Contractor shall, upon discovering any error or omission in the plans or specifications, immediately call it to the attention of Owner's Representative.

1.06 REFERENCES

- A. California Code of Regulations, Title 24, current published edition
- B. Underwriters Laboratories, Inc. (U.L.), current edition
- C. California Code of Regulations, Title 24, Part 2, Chapter 32
- D. TRC, Tremco Research Laboratory
- E. FM, Factory Mutual
- F. Labor Codes

Hook Community Center Gymnasium High Roof Restoration, Project ES16-004

- G. South Coast Air Quality Regulation 1403
- H. NRCA Roofing And Waterproofing Manual, current edition
- I. NRCA "Handbook of Accepted Roof Knowledge", current edition
- J. Material manufacturer's published standards, current published edition
- K. SMACNA Architectural Sheet Metal Manual, current published edition
- L. Conform to regulations of public agencies, including any specific requirements of the City and State of jurisdiction

1.07 SUBMITTALS

- A. Contractor shall submit prior to award of contract :
 - 1. Roofing System Manufacturer's Warranty:
 - a. Copy of warranty to be issued upon successful completion of roofing project and final inspection.
 - 2. Roofing System Manufacturer's Service Agreement:
 - a. Copy of TremCare Gold Service Agreement matching terms and coverage of existing TremCare for ten years.
 - 3. Product compatibility:
 - a. Written verification from roofing material manufacturer that major roofing components, including (but not limited to) coatings, cold process adhesives; roofing ply sheets; reinforcement fabric felts and mats; mastics; and sealants are all compatible with each other.
 - 4. Test reports:
 - a. Written verification from roofing material manufacturer that roofing system meets or exceeds regulatory agency requirements.
 - 5. Red label products:
 - a. Written verification from roofing material manufacturer that cold process coatings are not flammable (red label).
 - 6. Product data:
 - a. Product data sheets.
 - b. Material safety data sheets.
 - 7. References
 - a. Provide names and contact information of five customers within a 25 mile radius who have specified system installed by Roofing Contractor.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Delivery of materials:
 - 1. Deliver materials to job-site in new, dry, unopened, and well-marked containers showing product and manufacturer's name.
 - 2. Deliver materials in sufficient quantity to allow continuity of work.
 - 3. Coordinate delivery with Owner's Representative.
- B. Do not order project materials or start work before receiving Owner's written approval.
- C. Storage of materials:
 - 1. Store materials marked "KEEP FROM FREEZING" in areas where temperatures will remain above 40°F (5°C).
 - 2. For insulation, remove plastic packaging shrouds. For felt rolls, slit the top of the plastic shrink wrap only. Cover top and sides of all stored materials with tarpaulin (not polyethylene). Secure tarpaulin.
 - 3. Do not store materials in open or in contact with ground or roof surface.
 - 4. Store all materials on a raised platform covered with secured canvas tarpaulin (not polyethylene), top to bottom. Cover all materials when project is not in progress and maintain the ability at all times to cover the materials when required, such as during an unanticipated rain shower.
 - 5. Contractor shall assume full responsibility for the protection and safekeeping of products stored on premises.
- D. Material handling:
 - 1. Handle materials to avoid bending, tearing, or other damage during transportation

- and installation.
- 2. Material handling equipment shall be selected and operated so as not to damage existing construction or applied roofing. Do not operate or situate material handling equipment in locations that will hinder smooth flow of vehicular or pedestrian traffic.

1.08 SITE CONDITIONS

- A. Field measurements and material quantities:
 - 1. Contractor shall have SOLE responsibility for accuracy of all measurements, estimates of material quantities and sizes, and site conditions that will affect work.
- B. Existing conditions:
 - 1. Building space directly under roof area covered by this specification will be utilized by on-going operations. Do not interrupt Owner operations unless prior written approval is received from Owner.
 - 2. Access to roof shall be from exterior only.
 - 3. If roofing contractor elects to raise or move air-conditioning units and other equipment to install roofing materials, they shall be carefully disconnected and if complete lift off is required they shall be removed to a protected area so as not to damage any part or component thereof. Reconnect units in such a way that they are restored to a prior work operating condition. Take appropriate measures to prevent dust, vapors, gases or odors from entering the building during roof removal, replacement or repair.
 - 4. All disconnection and re-connection shall be performed by a mechanical and/or electrical company licensed to perform such work.
- C. Waste Disposal:
 - 1. Do not re-use, recycle or dispose of material manufacturers product containers except in accordance with all applicable regulations. The user of manufactured products is responsible for proper use and disposal of product containers.
- D. Safety requirements:
 - 1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 - 2. Comply with federal, state, local and Owner fire and safety requirements.
 - 3. Advise Owner's Representative whenever work is expected to be hazardous to Owner, employees, and/or operators.
 - 4. Maintain a crewman as a floor area guard whenever roof decking is being repaired or replaced.
 - 5. Maintain fire extinguisher within easy access whenever power tools, roofing kettles, fuels, solvents, torches, and open flames are being used.
- E. Environmental requirements: Do not work in rain, snow, or in presence of water.
 - 1. Do not install materials marked "KEEP FROM FREEZING" when daily temperatures are scheduled to fall below 40°F (5°C).
 - 2. Do not perform masonry work below 40°F (5°C).
 - 3. Remove any work exposed to freezing.
 - 4. Advise Owner's Representative when volatile materials are to be used near air ventilation intakes so Owner can use some or all of the following methods to minimize disruptions to building occupants and operations:
 - a. Divert air intake from work area by attaching scoops or temporary duct work.
 - b. Temporarily shut down or block air intakes.
 - c. Provide make-up air or intake air from sources away from work area.
- F. Security requirements:
 - 1. Comply with Owner security requirements.
 - 2. Require identification be displayed by all persons employed on this project.
 - 3. No access permitted in building by persons employed on this project.
- G. Temporary sanitary facilities:
 - 1. Furnish, install, and maintain temporary sanitary facilities for employee use during project. Remove on project completion.

2. Place portable toilets in conformance with applicable laws, codes, and regulations.

1.09 SUBSTITUTIONS

- A. Substitutions are not allowed. The specified manufacturer has been used as the supplier for warranted roofing systems, repair materials and Service Agreements on a majority of the City of Victorville low slope roofs and is the accepted standard for the City of Victorville.

1.10 WARRANTIES, GUARANTEES AND SERVICE AGREEMENTS

- A. Restoration roof system warranty for High Gymnasium Roof Only: Ten Year QA Restoration Warranty:
 1. Upon project completion, Tremco acceptance, and once complete payment has been received by both Contractor and Tremco, Tremco shall deliver to Owner a Tremco QA Restoration Warranty and Owner's Manual.
 - a. Warranty Period: 10 years from date of Substantial Completion with renewal option for an additional 7 or 10 years.
 - b. Perform at years 2 and 5 the following:
 - 1) Inspection of roof system with summary report to owner.
 - 2) Inspection report with photos and drawings shall be provided online with archiving of past reports and password access.
 2. A single manufacturer shall provide specified warranty. The manufacturer's warranty must include labor and material coverage against leakage on all components.
 3. The contractor shall certify compliance with the above warranty requirements by submitting a copy of the warranty as a submittal item. The manufacturer will advise the customer in writing how to maintain the warranty in the form of an Owner's manual.
 4. The contractor shall also provide a standard contractor labor and material no leak guarantee to the owner for a period of 2 years.

PART II - PRODUCTS

2.01 GENERAL

- A. Comply with quality control, references, specifications, and manufacturer's data. Products containing asbestos are prohibited on this project. Use only asbestos-free products.
- B. Use products with personal protection. User must read container label and material safety data sheets prior to use.

2.02 ACCEPTABLE MANUFACTURER

- A. Specified Manufacturer: The products and systems of Tremco Inc. formed the design basis for this specification:
 1. Tremco Inc., Local Plant: Vernon, CA 800-282-4343
 2. Representative: Jeff Jeffers - Riverside CA 951-545-4007

2.03 ROOFING MATERIALS

- A. Restoration Fabric:
 1. Enhanced polyester fabric infused with curative component designed to fast cure
Tremlastic S Adhesive:
 - a. Rapid Set Reinforcing Fabric by Tremco
- B. Restoration Adhesive:
 1. Polymer modified emulsion designed to fast cure when used with Rapid Set Reinforcing Fabric:
 - a. Tremlastic S Adhesive by Tremco
- C. Restoration Coating:

Hook Community Center Gymnasium High Roof Restoration, Project ES16-004

1. ICE Coating by Tremco: a highly reflective, high solids quick cure, heavy build, elastomeric acrylic coating Nano particle modified and ceramic microsphere reinforced approved under CBC Title 24 and Energy Star.
 - a. Color:
 - 1) White
 - 2) Approx. 45 dry mil film thickness 4 gal/100 sq.ft. application

- D. Primers:
 1. General Purpose Asphaltic Primer: Tremprime WB by Tremco (A water based polymerized primer)
 2. Primer for coping joints: Tremco Alphaguard WB Primer

- E. Self Adhering Modified Bitumen Base Sheet for fill in repairs:
 1. SA Base Sheet by Tremco

- F. Self Adhering Modified Bitumen Granulated Cap Sheet for fill in repairs:
 2. Power Ply SA FR Sheet by Tremco

- G. Torch applied APP Granulated Cap Sheet for new crickets and fill in cap sheet repairs:
 1. Tremco Power Ply APP FR Cap Sheet by Tremco

- H. Related materials:
 1. Mastics:
 - a. Polyroof SF Mastic by Tremco
 - b. Tremlite Trowel Grade Mastic by Tremco
 2. Green vinyl coated Fiberglass Repair Webbing: Burmesh by Tremco
 3. General Purpose tubed sealant: TremSeal D by Tremco
 4. Sealant for Tilt-up Panel Wall Top Joints
 5. TremSeal HP multi-part sealant by Tremco
 6. Storm collar and misc. details:
 - a. TPA by Tremco.
 - b. TremFlash Tape by Tremco
 - c. Stainless Steel draw band clamps

2.04 PRODUCT AND SYSTEM PERFORMANCE

A. ICE COATING

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Asbestos Content	0.0%	EPA/600/R-93/116
Density @ 77°F	6.4 lb/gal (0.767 kg/m ³)	ASTM D 1475-90
Nonvolatile content	62 % (by weight)	ASTM D 1644-88
Percent Solids	70% (by volume)	ASTM D 5201-91
Viscosity @ 77°F (25°C)	11,800 cP (11.8 Pass)	ASTM D 2196-91
VOC	none	ASTM D 3960-89
Dry Film Thickness	45 mil	

B. POLYROOF SF

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Asbestos content	None	EPA/600/R-93/116
Viscosity @ 77°F (25°C)	600000-2000000 cP (600-2,000 Pass)	ASTM D 2196-86 (1991)
Density @ 77°F (25°C)	8.6 lb/gal (1031 kg/m ³)	ASTM D 1475-90
Tensile Strength @ 77°F (25°C) @ 100% elongation	30-50 psi (207 - 345 kPa)	ASTM D 412-87
Elongation @ 77°F (25°C)	300%	ASTM D 412-87
Behavior @ 140°F (60°C)	1/4 in. (6mm) max (Sag Resistance)	ASTM D 4586-93

C. TPA SHEETING – (Alternate for Hypalon)

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Thickness	0.060 in (1.52mm)	ASTM D751-00
Tensile Strength	300 lbf (1330 N)	ASTM D751-00
Elongation @ fabric break	25% MD & XMD	ASTM D751-00
Tear strength	100 lbf (440 N)	ASTM D751-00
Dimensional stability @ 176°F	0.3%	ASTM D1204-94
Low temperature flexibility	-40°F (-40°C)	ASTM D2136-94 (1998)

E. RAPID SET FABRIC REINFORCING PLY

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Weight (2.46 lbs/100ft ²)		120 g/m ² ASTM D 3776
Thickness (0.38 mm)	0.015 inches	ASTM D 1777
Breaking Strength	140 lbf/in MD (625N) (625N)	ASTM D 146 140 lbf/in XMD
Scrim Pattern	6 x 6 yarns inch (2.4 x 2.4 yarns/cm)	

F. TREMPRIME WB PRIMER

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Asbestos content	None	ASTM D 276-87
Viscosity @ 25°C (77°F) [Stormer Krieb]	65 KU	ASTM D 562-81
Density @ 25°C (77°F)	1054 kg/m ³ (8.8 lb/gal)	ASTM D 1475-85
Nonvolatile Content	32%	ASTM D 1644-88
Flash point	Not Applicable	ASTM D 3278-82
VOC*	60 g/L	ASTM D 3960-89

* Volatile Organic Compound

G. TREMLASTIC S ADHESIVE

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Density (1006 kg/m ³)	8.4 lbs/gal	ASTM D 1475-
Elongation	100%	ASTM D 412-06a
Residue by Evaporation	50%	ASTM D 2939-03
VOC	5 g/L	ASTM D 3960-05
Asbestos Content	None	EPA/600/R-93/116

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PART III - EXECUTION

3.01 EXAMINATION

- A. Verify conditions are satisfactory to receive work.
- B. Do not begin roofing until all unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions.
- C. Verify that work of other trades penetrating roof deck or requiring men and equipment to traverse roof deck has been approved by Owner's Representative, manufacturer, and roofing contractor.
- D. Check projections, curbs, and deck for inadequate anchorage, foreign material, moisture, or unevenness that would prevent quality and execution of new roofing system.

3.02 GENERAL WORKMANSHIP

- A. All work performed by Contractor shall conform to this specification.
- B. The presence and activity of the manufacturer's representative, architect's representative, and/or Owner's representative shall in no way relieve Contractor of contract responsibilities or duties.

3.03 PREPARATION

- A. Protection:
1. Contractor shall be responsible for protection of property during course of work. Lawns, shrubbery, paved areas, and building shall be protected from damage. Repair damage at no extra cost to Owner.
 2. Provide at site prior to commencing removal of debris, a dumpster or dump truck to be located adjacent to building where directed by Owner's Representative.
 3. Roofing, flashings, membrane repairs, and insulation shall be installed and sealed in a watertight manner on same day of installation or before arrival of inclement weather.
 4. At start of each work day drains within daily work area shall be plugged. Plugs to be removed at end of each work day or before arrival of inclement weather.
 5. Preparation work shall be limited to those areas that can be covered with installed roofing material on same day and before arrival of inclement weather.
 6. Arrange work sequence to avoid use of newly constructed roofing for storage, walking surface, and equipment movement. Move equipment and ground storage areas as work progresses.

3.04 APPLICATION OF RAPID SET SYSTEM

- A. Mixing: For 5 gallon pails, use a Jiffy Mixer attached to a heavy duty low speed power drill. For barrels, use a low speed long paddle blade mixer, such as a 600 Series Drum Mixer. Propeller type mixers do not mix and turn the material effectively and are not recommended.
- B. Two-ply restoration and Rapid Set System application specifications. Over prepared roof surface, apply Rapid Set Reinforcing Fabric Ply and Tremlastic S Adhesive as follows: The Rapid Set system is solvent free, low odor, cures rapidly, is watertight and able to bear light roof traffic within one day. The ICE Coating requires an approximately 72-hour period of warm dry weather after application in order to properly cure. Apply system as follows:
1. All roof field and flashing surfaces shall be reinforced. Reinforcement shall be performed with an application of Rapid Set Reinforcing Fabric Ply and Tremlastic S Adhesive as follows:
 - a. Prime all existing substrate surfaces with Tremprime WB Primer.
 - b. Spray or brush-apply Tremlastic S Adhesive onto the surface. On irregular surfaces, broom or back-roll adhesive into the surface to assure the adhesive will fill and cover minor surface irregularities.
 - c. Apply adhesive to all surfaces at 4 gal/100 sq.ft. per ply just ahead of setting each ply of Reinforcing Fabric Ply.
 - d. Immediately install Rapid Set Reinforcing Fabric into the wet adhesive. Promptly roll or broom the fabric to eliminate wrinkles and assure positive embedment. Do not allow foot traffic on fabric ply during application.
 - e. Side laps 2" (51 mm) minimum: End laps 6" (152 mm) minimum Set ply of Reinforcing Fabric Ply into wet adhesive and broom in. Eliminate all holidays, voids, wrinkles, etc. Reinforcing Fabric Ply must be completely worked into the adhesive.
 - f. To cure as intended, Tremlastic S Adhesive must be in contact with Rapid Set Reinforcing Fabric. DO NOT ALLOW TREMLASTIC S ADHESIVE TO EXTEND OUT MORE THAN 1" BEYOND PLY EDGE.
 - g. Allow Rapid Set Reinforcing Fabric to dry minimum 4 hours.
 - h. Once installed fabric ply is able to support foot traffic without tracking (typically one day in warm weather), contractor may begin application of ICE Coating over the Rapid Set Reinforcing Fabric.

3.05 GENERAL ICE COATING MIXING DATA

- A. Mixing: For 5 gallon pails, use a Jiffy Mixer attached to a heavy duty low speed power drill. For barrels, use a low speed long paddle blade mixer, such as a 600 Series Drum Mixer. Propeller type mixers do not mix and turn the material effectively and are not recommended.

3.06 ICE COATING APPLICATION ON ALL ROOF FIELD AND FLASHINGS

Hook Community Center Gymnasium High Roof Restoration, Project ES16-004

- A. Coat the field, flashings, curbs, and walls to outside edge of coping metal and all roof top details. Only HVAC equipment, antennas and Sight Screens shall be masked off and left uncoated.
 - 1. Contractor shall apply ICE coating in two applications.
 - 2. Each application should be applied at the rate of two (2) gallons per square per coat. Total application rate: 4 gallons per 100 sq. ft. (1.6 L/m²) for a dry film coverage rate of 45 mils.
 - 3. Allow each application to dry.
 - 4. Allow no more than 48 hours to past between coating, once application has cured.
 - 5. Apply ICE coating to entire roof surface. Spray to obtain uniform coverage and appearance.
 - 6. Allow finished surfacing coating to set for 72 hours prior to foot traffic.

- B. After coating has set up and can bear traffic, roofing contractor shall install new:
 - 1. New treated or redwood blocking (min 2X) under existing conduits, piping, etc. set on top of a TremTred asphaltic walk pad, as specified on 4' centers with strapping one size larger than the diameter of the conduit or pipe to allow for movement. Walk pads should not be less than 12" square. Set pads in a spot of Polyroof SF mastic. Blocks may be thicker or stacked and nailed together to allow slope for condensate lines, wood blocks shall not be set vertically but shall be laid flat. Minimum length of wood blocks shall be 6".

3.07 ADJUSTING AND CLEANING

- A. Repair of deficiencies:
 - 1. Set up Final Inspection for Owner and Manufacturer to inspect roof with roofing contractor.
 - 2. Installations of details noted as deficient during final inspection must be repaired and corrected by applicator, and made ready for reinspection, within five (5) working days.

- B. Clean-up:
 - 1. Immediately upon job completion, roof membrane and flashing surfaces shall be cleaned of debris.
 - 2. Clean drains of debris.

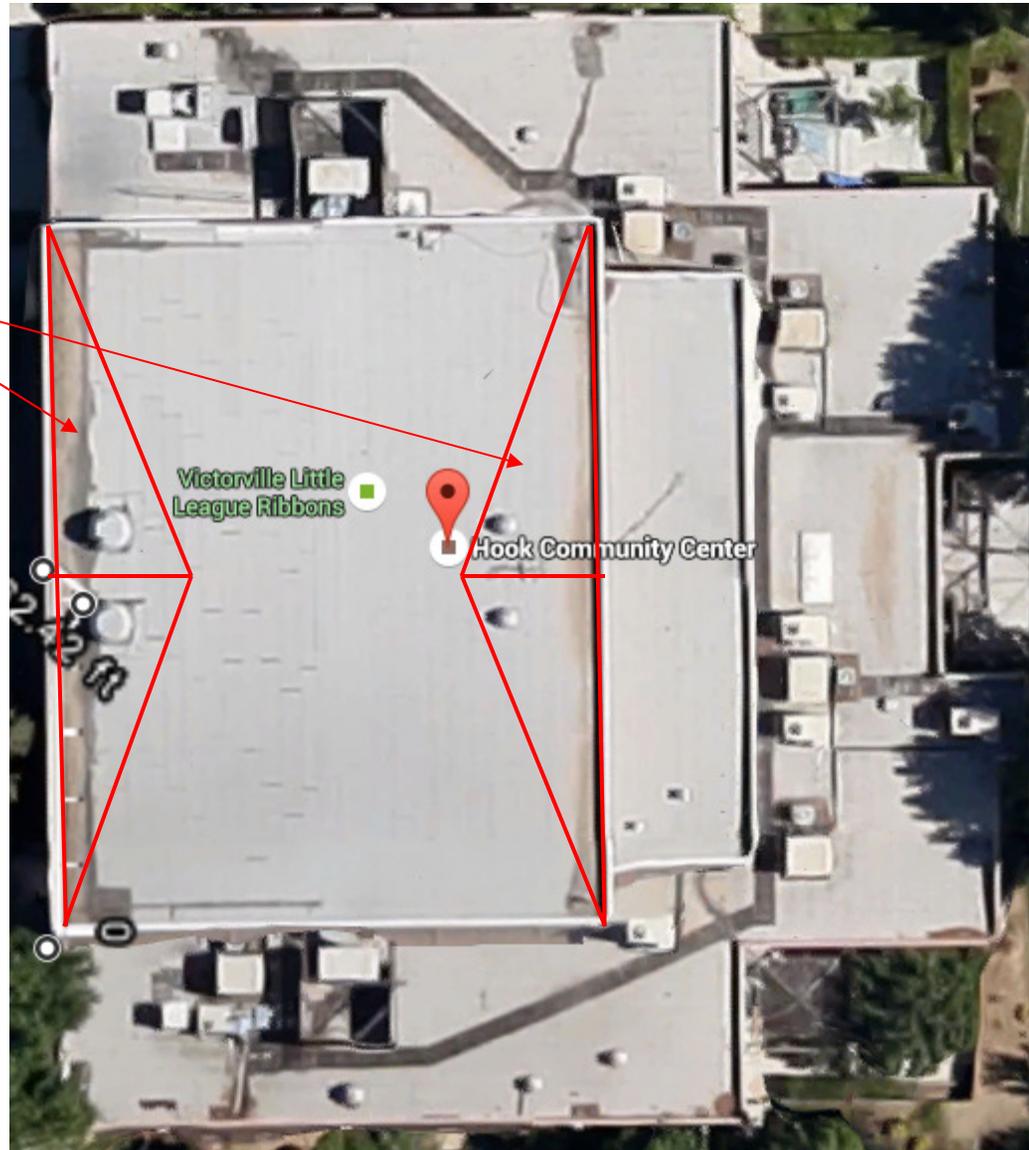
Project ES16-004

Ridge and valley water way lines for new BUR saddle crickets.

Existing roof assembly shall be removed to the deck at crickets Including parapets East & West parapets.

Crickets shall be isocyanurate taper board with 1/4" DensDeck And all adhered with Tremco Low Rise Foam. Install new Tremco Torch on Power Ply APP Base and Power Ply granulated cap sheet over new crickets and tie-in to 24" up existing roof from centerline of water ways and over both east and west side parapet walls. Add 2X or 4X nailer(s) as required To raise parapet over new crickets to allow for a minimum of 6" height over the roof surface at the new cricket ridge line.

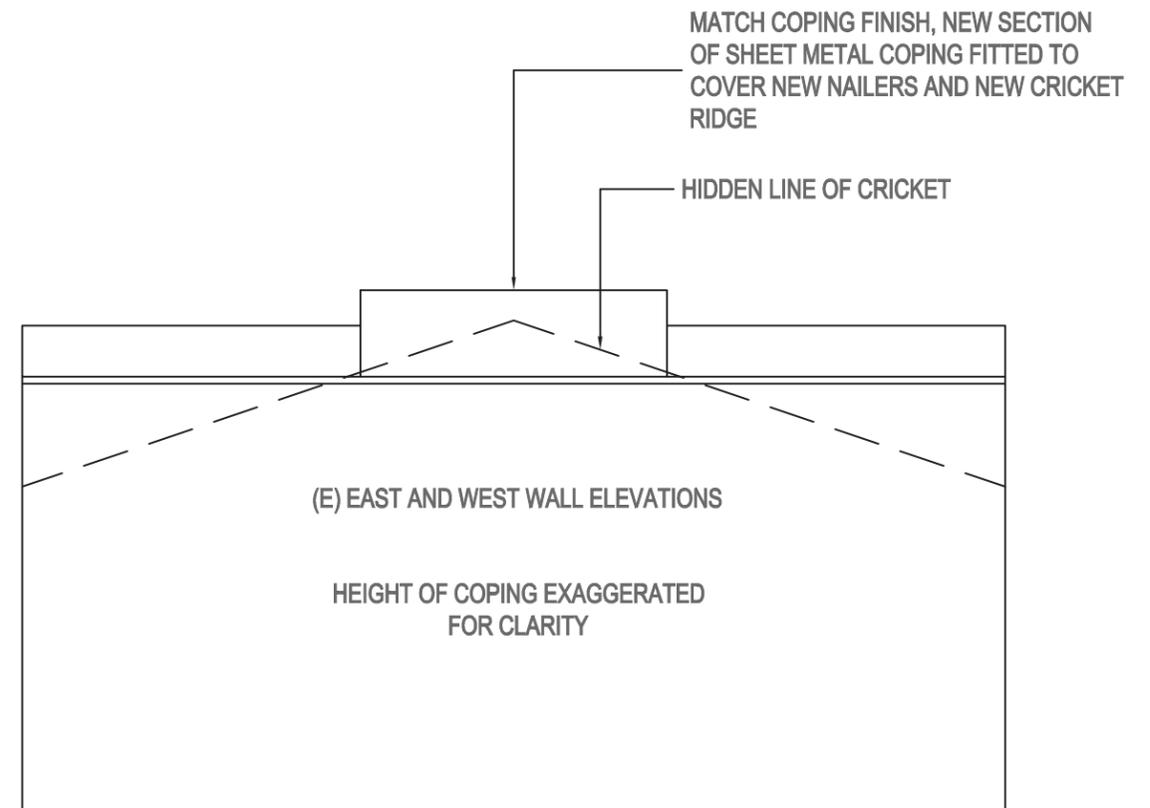
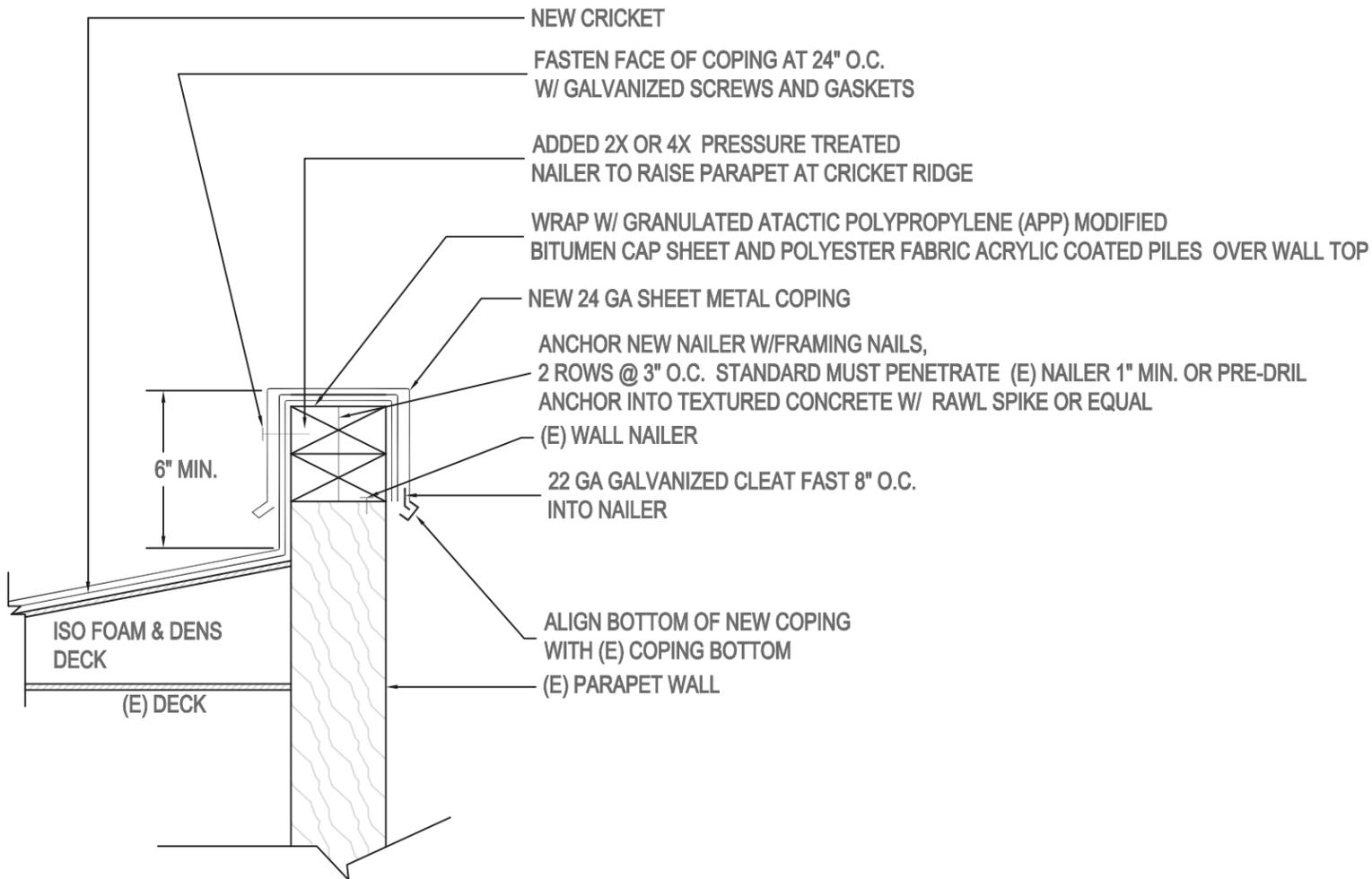
New crickets shall have minimum 1/2" per 12" slope and shall extend from Wall to wall. Penetrations must be extended to a minimum 8" above finished roof. Adjust curb & penetration locations and/or saddle water ways to allow for min 12" clearance from Centerline of water ways to flashings



HOOK COMMUNITY CENTER GYM ROOF PLAN AND NEW CRICKET LAY OUT



HOOK COMMUNITY CENTER PARAPET RAISING - COPING DETAIL AT CRICKETS



SECTION D

PROPOSAL DOCUMENTS

**CITY OF VICTORVILLE
SUBMISSION CERTIFICATION**

We hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled "**Tremco Roof Restoration of Victorville Hook Community Center, #ES16-004**". Included with the proposal, are the following applicable items completed and fully executed, as well as any other documents as outlined elsewhere in this bid package:

- _____ Submission Certification (page D-1)
- _____ Proposal (pages D-2 - D-4)
- _____ Bid Proposal (page D-5)
- _____ Contractor's Qualification Statement (page D-6-7)
- _____ Proposer Identification (page D-8)
- _____ Customer References (page D-9)
- _____ Worker's Compensation Certificate (page D-10)
- _____ Signature Authorization (page D-11)
- _____ List of Subcontractors (page D-12)
- _____ Questionnaire (page D-13)
- _____ Bidder's Bond (10% of the bid amount) (page D-14)
- _____ Non-Collusion Affidavit (page D-15)
- _____ Addenda Acknowledgment (page D-16)
- _____ Guaranty (paged D-17)
- _____ Senate Bill 854 (D-18)
- _____ Debarment Certification (D-19-20)

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

**SECTION D
BID PROPOSAL DOCUMENTS**

Proposal Instructions

Bids are required for the entire work and the City reserves the right to select or reject any or all bids. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each item of work, in clearly printed figures, the unit price and total for the line item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the product of the unit price bid and the estimated quantity for the item.

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc. or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City's Final Estimate of cost.

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

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

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

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two (2) bonds in the sums to be determined, with surety satisfactory to the City of Victorville within ten (10) days, not including Sundays and legal holidays, after award of the contract by the City of Victorville may, at its option, determine 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.

PROPOSAL

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 therefor as provided in the contract documents, and to do everything required therein for:

"Tremco Roof Restoration of Victorville Hook Community Center", ES16-004.

As specifically set forth in documents entitled: "Tremco Roof Restoration of Victorville Hook Community Center", ES16-004, 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 therefor 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 Bidder's Bond for check or bond, 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
all officers to the corporation:

(Corporate Seal)

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

Bidder's Business Address:

City State Zip

(Area Code) Number

Corporation organized
under the laws of the
State of: _____

Contractor's License
Number: _____

License Expiration Date: _____

Federal I.D. No.: _____

Surety or Sureties:

CITY OF VICTORVILLE
BASE BID PROPOSAL

Tremco Roof Restoration of Victorville Hook Community Center

TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA:

The undersigned declares that the locations of the proposed work, the plans, specifications, and contract documents have been carefully examined; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work. All of the aforementioned shall be done in accordance with said plans, specifications, and contract documents for the price set forth in the following schedule and Davis Bacon Prevailing Wage:

Note: **Federally Funded or Assisted Projects** – State prevailing wage rates, when higher, are required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort.

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1	The cost for the Tremco specified roofing and related components for re-roofing the Hook Community Center, Victorville, CA per the plans and specifications of this bid package.	1	Lumpsum	

TOTAL BID IN WORDS _____

CONTRACTOR: _____

BY: _____ Date: _____

NAME PRINTED: _____ Title: _____

**CITY OF VICTORVILLE
CONTRACTOR'S 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)

1.0 How many years has your organization been in business as a general contractor?

2.0 How many years has your organization been in business under its present business name?

3.0 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: _____

4.0 If individual or partnership, answer the following:

4.1 Date of organization: _____

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

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

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

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

8.0 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:

9.0 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:

10.0 Name of bonding company and name and address of agent:

11.0 Dated at _____

this _____ day of _____, 20 _____

Name of organization: _____

By: _____

Title: _____

12.0 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**

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
LIST OF 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.

The contractor shall perform with its own organization contract work amounting to not less than 30 percent (30%) 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.

Bidder's Name _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

TOTAL PERCENTAGE SUBCONTRACTED: _____

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

**CITY OF VICTORVILLE
QUESTIONNAIRE**

Bidders Name: _____

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
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 **September 1, 2015 at 2:30 p.m.**, as shown in Plans entitled.

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR CITY OF VICTORVILLE
"Tremco Roof Restoration of Victorville Hook Community Center, #ES16-004"

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. _____.

PRINCIPAL

SURETY

(Seal)

ADDRESS

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

CITY OF VICTORVILLE

ACKNOWLEDGEMENT OF ADDENDA

The authorized bidder acknowledges the receipt of addenda to this proposal numbered and dated as follows:

Addendum No. _____ Date _____

Signed _____

Firm Name _____

Address _____

**CITY OF VICTORVILLE
GUARANTY**

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of "**Tremco Roof Restoration of Victorville Hook Community Center.**"

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 Owner, the undersigned agrees to reimburse the Owner, 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 Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner 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 Owner 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 Owner. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the Owner 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.

NEW CLAUSE RE: SB 854

Senate Bill 854 (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The annual cost to register for the program is currently \$300.00 and is non-refundable. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The City of Victorville will not register a contractor/subcontractor, nor collect funds for registration.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00 applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

If you intend to bid or provide services on Owner projects in the future, please ensure you are registered with the DIR prior to March 1, 2015. Effective immediately, the Owner will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

Yes____ **No**____ If yes, what is your registration number? _____
(please submit proof of your registration)

Bidder:_____ Federal I.D. No:_____

Address:_____

Phone:_____ Fax:_____ Email:_____

Signature:_____ Date:_____

Name Printed:_____ Title:_____

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the Owner if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Bidder's responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the Owner may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Owner, the Owner may terminate the contract resulting from this solicitation for default.

The Offeror/Bidder certifies that the foregoing is true and correct:

Offeror/Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

SECTION E

**CONTRACT DOCUMENTS
AND
DIVERSION FORMS**

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 CA100037, July 31, 2015, 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 ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 24. NOTICES.

Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

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: _____
Gloria Garcia, Mayor

CSLB #: _____

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST

By: _____
Carolee Bates, City Clerk

Dated: _____

CITY OF VICTORVILLE

Approved as to Form

By: _____
Chuck Buquet, Risk Manager

By: _____
Andre de Bortnowsky, City Attorney

Dated: _____

Dated: _____

**CITY OF VICTORVILLE
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 "**Tremco Roof Restoration of Victorville Hook Community Center** " as specifically set forth in documents entitled " **Tremco Roof Restoration of Victorville Hook Community Center, ES16-004**" 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 its part to be done and performed at the times and in the manner specified herein, then its 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 thereunder, nor shall any extensions of time that may 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
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 " **Tremco Roof Restoration of Victorville Hook Community Center** " as specifically set forth in documents entitled " **Tremco Roof Restoration of Victorville Hook Community Center, #ES16-004**" 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 its 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 thereunder, 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)

SURETY

CONTRACTOR

By: _____

By: _____

Title: _____

ONE TIME SUBMITTAL FORMS

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

**Minority and Women Owned Business Enterprise Opportunity –
Required by Prime Contractor's**

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

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

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

Affirmatives Action Plan Guidelines –

**Affirmative Action Plan, Part 1 & 2 –
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 Apprenticeship
Standards
Forms DAS 13, 140 & 142 (if applicable)**

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION
TO BE COMPLETED AND UPDATED THROUGHOUT THE PROJECT FOR
CONTRACTS OVER \$10,000.**

MINORITY AND WOMEN OWNED BUSINESS WORKSHEET

PROJECT NAME:	PROJECT NO.:
PROJECT ADDRESS:	
TOTAL PROJECT AMOUNT: \$	

The MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION form is designed to assist the County of San Bernardino in assessing and reporting the 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 their total bid amount exceeds \$10,000. throughout (including Add-Ons / Change Orders) the project.

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 person 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 of 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.

PRIME / GENERAL CONTRACTOR:

CONTRACTOR NAME:		
FEDERAL ID NO.:	ADDRESS:	
CITY:	STATE:	ZIP CODE:
BID AMOUNT: \$ % OF BID AMOUNT TO BE PERFORMED BY CONTRACTOR:	MINORITY OWNED / CONTROLLED: <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, WHAT MINORITY: _____ FEMALE OWNED / CONTROLLED: <input type="checkbox"/> Yes <input type="checkbox"/> No	

SUBCONTRACTOR / SUPPLIER:

SUBCONTRACTOR / SUPPLIER NAME:		
FEDERAL ID NO.:	ADDRESS:	
CITY:	STATE:	ZIP CODE:
BID AMOUNT: \$ % OF BID AMOUNT TO BE PERFORMED BY CONTRACTOR:	MINORITY OWNED / CONTROLLED: <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, WHAT MINORITY: _____ FEMALE OWNED / CONTROLLED: <input type="checkbox"/> Yes <input type="checkbox"/> No	

SUBCONTRACTOR / SUPPLIER:

SUBCONTRACTOR / SUPPLIER NAME:		
FEDERAL ID NO.:	ADDRESS:	
CITY:	STATE:	ZIP CODE:
BID AMOUNT: \$ % OF BID AMOUNT TO BE PERFORMED BY CONTRACTOR:	MINORITY OWNED / CONTROLLED: <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, WHAT MINORITY: _____ FEMALE OWNED / CONTROLLED: <input type="checkbox"/> Yes <input type="checkbox"/> No	

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM			
PROJECT NAME:		PROJECT NUMBER:	
PROJECT ADDRESS:			
INSTRUCTIONS			
<p>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.</p> <p>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.</p>			
CERTIFICATION BY BIDDER			
BIDDER'S NAME:			
ADDRESS:			
CITY:		STATE:	ZIP CODE:
CONTACT:		PHONE NO.:	
E-MAIL:		FAX NO.:	
<p>1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <hr/> <p>(IF YES, identify the most recent contract.)</p> <p>(IF NO, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact EEOC at 800-669-4000 or online at http://www.eeoc.gov/eeo1survey/index.html.</p> <p>2. Compliance reports were filed in connection with such contract or subcontractor with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> None Required</p> <p>3. Has Bidder ever been or is being considered for sanction due to violation of EXECUTIVE ORDER 11246, as amended. http://www.dol.gov/compliance/laws/comp-eeo.htm</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Bidder has on file an affirmative action program pursuant to Part 60-2 (applies to non-construction contracts). http://ecfr.gpoaccess.gov/cgi/t/text/text-tidx?c=ecfr&sid=3b71cb5b215c393fe910604d33c9fed1&rgn=div5&view=text&node=41:1.2.3.1.2&idno=41</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>I certify the information above is true and complete to the best of my knowledge and belief.</p>			
COMPLETED BY (Print Name)		TITLE	
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" 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 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.

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving non-construction contracts		

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian Housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

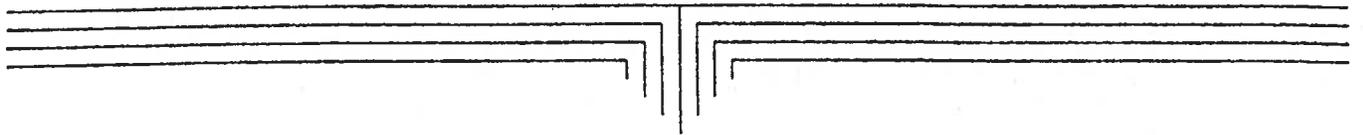
smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

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 analysis, 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

Actions 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? _____

B. Contractors agree to comply with the provisions of the Affirmative Action Compliance Program of the implementing entity and rules and regulations adopted pursuant thereto, Executive Order 11246 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal and State laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Attached is the statement of contractor's Affirmative Action Policy. The contractor agrees to make a good faith effort to meet the goals of the plan as part of these contract obligations.

Contractor understands that this plan will become a part of contractor's comprehensive management policy.

Contractor agrees to insert in all subcontracts on the project bid herewith a provision that said subcontractors will comply with the provisions of the implementing entity Affirmative Action Compliance Program and rules and regulations adopted pursuant thereto, Executive Order 11246 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal and State laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Contractor agrees to maintain the name of each subcontractor who furnished supplies, goods or services in excess of \$10,000 on the project bid herewith.

Contractor also hereby agrees to provide the implementing entity any access and information that they may request to assist in determining compliance with the Program.

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	FEMALE	MALE		FEMALE		YES	NO	Minority							
				Black	Hispanic	Asian or Pacific Islander				American Indian or Alaskan Native	M	F	M	F			
Administrators																	
Professional																	
Technical																	
Sales																	
Clerical																	
Skilled																	
Operatives (Semiskilled)																	
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

*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:		\$ TOTAL WAGE
				GROUP #	BHR	
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$ TOTAL WAGE
				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	
			\$			
			\$			
			\$			
			\$			

ANTICIPATED WORK SCHEDULE

Project: _____

Prime contractor: _____

Address: _____

Main contact: _____ Phone: _____

Length of time on job

Start date: _____ End date: _____

Estimated number of employees: _____

Subcontractor: _____

Address: _____

Main contact: _____ Phone: _____

Length of time on job

Start date: _____ End date: _____

Estimated number of Employees: _____

Subcontractor: _____

Address: _____

Main contact: _____ Phone: _____

Length of time on job

Start date: _____ End date: _____

Estimated number of employees: _____

Attach additional pages for additional subcontractors

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 as is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Payroll Officer – Name printed

Payroll Officer Signature

Contractor/Subcontractor

* Authorizing Signature of Partner/Corporate Officer or Owner

Title Date

Contractor/Subcontractor License Number

* Payroll officer may **self-certify** authorization to sign payroll reports ONLY if a sole proprietor. All other MUST have authorization from a second corporate officer/partner or owner.

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

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**

Certified Payroll Information Sheet

The following is a list of "MUST HAVE" items when submitting certified payrolls. Numbered items 1 through 5 must accompany the first weekly payroll only.

1. Certificate of Understanding with two signatures (unless sole proprietor). All signatures must be "wet" originals.
2. Fringe Benefit Statement with either 1) a listing of approved plan name and address that the benefits are being sent to, or 2) the box next to ALL BENEFITS PAID IN CASH DIRECTLY TO EMPLOYEE checked off. The signature must be a "wet" original.
3. The Contractor/Subcontractor Information sheet, fully filled out and signed. One must be filled out by each subcontractor working on the job.
4. W-9 completely filled out and signed. The signature must be a "wet" original.
5. Employee Information Sheets, fully filled out and signed. The signatures must be a "wet" original.
6. Daily Sign-In Sheet. There should be one Daily Sign-In Sheet for each day worked during the payroll week. Each employee must sign-in themselves on each day they work. Signing in for someone else constitutes fraud and will be subject to prosecution.
7. Payroll form showing the week-ending date being the seventh day of the week (i.e. pay week starts on Monday, October 7, 2002 and the week ending date would be Sunday, October 13, 2002).

All seven days and dates should be filled out under day and date.

Hours worked should be on the standard time line unless it is actually overtime hours worked and a signed employee timecard must be kept for each week.

Employee's full address and social security number are on the payroll for that employee's first week of work, and for each week thereafter.

Signed letter of authorization by employee for deductions under "Other" (i.e. garnishments, child support payments, etc.).

If you use a payroll company and attach the payroll report, you do not have to fill out the following items:

- ✓ Marital status and number of deductions
- ✓ Check Number (Employees must be paid weekly!)
- ✓ Deductions filled out correctly (FED, STATE, MEDICARE, SS, CA DISABILITY)

If the payroll report reflects each employee's daily hours with dates and days worked, you do not have to submit the payroll top sheet, but you still must always submit the Statement of Compliance.

8. Signed Statement of Compliance with a "wet" original signature.

Date commencing on and date ending on should cover a seven-day period just like the payroll sheet.

Always check off either 4(a) or 4(b).

9. Statement of Non-Performance should be completely filled out and signed with a "wet" original signature for all weeks were there is no work performed on the job. This form submitted in place of the certified payroll for non-work weeks.
10. Contractors must ensure payrolls are uploaded to the DIR Website as well (www.dir.ca.gov/public-works).

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.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

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

classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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 16 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 _____,
(Building or work)

_____ , _____ , and ending the _____ day of _____ , _____ , all persons employed

on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full 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

5. 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.

**INSTRUCTIONS FOR PREPARATION OF DD FORM 879,
STATEMENT OF COMPLIANCE**

This statement of compliance meets requirements resulting from the Davis-Bacon Act (40 U.S.C. 276a - 276a-7). Under this law, the contractor is required to pay minimum wage rates and fringe benefits as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to approved plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of its payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that either it is paying fringes required by the contract to approved plans, funds, or programs, or it is paying employees cash in lieu of fringes. Detailed instructions follow:

CONTRACTORS THAT PAY ALL REQUIRED FRINGE BENEFITS

A contractor that pays 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 shall show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees. Such a contractor shall check Section 4(a) of the statement to indicate that payment is also being made to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

CONTRACTORS THAT PAY NO FRINGE BENEFITS

A contractor that pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$X.XX/\$X.XX. In addition, the contractor shall mark Section 4(b) of the statement to indicate that payment of fringe benefits is being made in cash directly to employees. Any exceptions shall be noted in Section 4(c).

USE OF SECTION 4(c), EXCEPTIONS

Any contractor that is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may mark, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

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

CITY OF VICTORVILLE

APPENDIX C

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				

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
APPENDIX C
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			<u>NA</u>

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.

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