

City of Calimesa, California



**Contract Documents for the Construction of
CDBG Project #5.CM.06-25 CALIMESA
LIBRARY ADA IMPROVEMENT PROJECT,
PHASE II**

Bid No. 2024-06

MARCH 2026

Prepared By:

City of Calimesa

for:

The City of Calimesa
Public Works Department
908 Park Ave
Calimesa, CA 92320
(909)795 9801

Mari Shakir, Director of Public Works

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NOTICE INVITING SEALED BIDS
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Calimesa as CITY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, 908 Park Avenue, Calimesa, California 92320, up to the hour of **10:00 am** on **APRIL 27, 2026**, at which time they will be publicly opened and read in the Norton Younglove Multipurpose Senior Center.

Bidders' site inspection is encouraged to view the existing repair prior to bidding.

All work must be completed within **30 (thirty) working days** after the date of authorization specified in the Notice to Proceed and to diligently prosecute said work, including corrective items of work, day to day thereafter, except as adjusted by subsequent Contract Change Orders.

Digital copies of the contract documents (plans and specifications) may be obtained from the City of Calimesa's website at www.calimesa.gov or from local planrooms.

Contractor shall schedule a required preconstruction meeting including County of Riverside Housing and Workforce Solutions, who manages the Community Development Block Grant Funding on behalf of the Federal Government. County will outline labor, payment and all Federal requirements for the project. All subcontractors and suppliers required to be listed in the bid must be present.

The successful Bidder shall perform, with its own organization, Contract work amounting to at least fifty percent of (50%) of the Contract bid items. However, any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" may be deducted from the Contract items before computing the amount of work required to be performed by the Contractor.

FEDERAL FUNDING

This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with Section 3 (24 CFR Part 135,) Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with the County of Riverside Department of Housing Homelessness Prevention and Workforce Solutions.

PREVAILING WAGES

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project

Bid Documents (Special Federal Provisions), and copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

SEE APPENDIX B FOR ADDITIONAL REQUIRED BID DOCUMENTS. EXHIBITS B-4, B-7, B-8 AND B-9 ARE REQUIRED TO BE INCLUDED IN BID SUBITTALS.

Pursuant to Section 1773 of the Labor Code, the State prevailing wage rates for this contract will be determined by the Director of the California Department of Industrial Relations (DIR) and are online at <http://www.dir.ca.gov/DLSR/PWD> but not printed in the Specifications. In addition, the bidder's attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990. The CITY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

For any conflict of Interest in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict- of-interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, is determined.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the CITY for an amount no less than 10 percent of the amount bid.

The successful bidder shall be licensed in accordance with Provisions of the Business and Professions Code and shall possess a State Contractor's License, Class A, at the time this contract is awarded. The successful Contractor and his subcontractors will be required to possess business licenses from the City of Calimesa and register as required by Labor Code s1725.5 with the Department of Industrial Relations as a Contractor or Subcontractor involved with Public Works Projects.

The CITY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 90 days.

A **PROJECT SIGN** will be installed on the project site. Sample Sign is included in Federal Specifications; Appendix B. **Contractor** shall supply and install the sign. The contractor shall maintain sign during the length of the contract.

A Payment Bond in an amount not less than 100% of the contract amount is required, as

required by Civil Code section 9550.

For technical information relating to the details of the proposed project and bidding requirements, please contact Mari Shakir, the Director of Public Works, at (909)795- 9801, ext. 235 or pworks@calimesa.gov.

BY ORDER OF THE CITY OF CALIMESA, CALIFORNIA

 Date: 3/30/2026

Darlene Gerdes
City Clerk
City of Calimesa

INSTRUCTIONS TO BIDDERS

AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project Contract Documents which may be obtained from the City as indicated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents and register as a plan holder if they decide to submit a Bid for the Project.

EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the Bidding period, and for informing itself with respect to local labor availability, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the CITY. The use of substitute Bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR TYPEWRITER IS REQUIRED.**

The CITY will not consider any proposal not meeting these requirements and deviations in the Bid form may result in the Bid being deemed non-responsive.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the CITY in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal

guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID:

CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II

BID #2024-06

IN THE CITY OF CALIMESA –
DO NOT OPEN WITH REGULAR MAIL."

The City of Calimesa
Public Works Department
908 Park Ave
Calimesa, CA 92320

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. **Late proposals will not be considered.**

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY'S designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic communication requesting a proposal modification, or a withdrawal of a submitted proposal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime

contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code; and who do not possess a State Contractor's License, Class A, or are not registered as required by Labor Code s1725.5 with the Department of Industrial Relations as a Contractor or Subcontractor involved with Public Works Projects at the time of bid submittal.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the CITY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the CITY prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing sufficient time consistent with Public Contract Code s7106 for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the CITY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other Contract Documents related thereto, and to full compliance with the regulations and the conditions stated within said Plans, Specifications, and related Contract Documents.

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et seq. for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California.

AWARD OF CONTRACT

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City will award the contract. The award of contract, if made, will be to the lowest responsible bidder as determined solely by the CITY. Additionally, the CITY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 60 days, all as may be required to provide for the best interests of the CITY. In no event will an award be made until all

necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the Director 's Estimate prepared by or under the direction of the City Director of the City of Calimesa.

EXECUTION OF CONTRACT

The bidder to whom award is made shall execute a written contract with the City on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bond required by the Specifications within ten calendar days after receipt of the Contract from the City. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranties shall be likewise forfeited to the City.

PROPOSAL
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

TO THE CITY OF CALIMESA, as CITY

In accordance with CITY'S Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications and Contract Documents related thereto, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump-sum prices set forth in the following Bid Schedule signed by the Bidder or the Bidder's representative. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the guarantee or surety bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND/OR TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the CITY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the CITY and this bid and the acceptance hereof may, at the CITY'S option, be considered null and void.

BID SCHEDULE
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

BIDDER: _____ (Company Name)

Bid Schedule

Item No.	DESCRIPTION OF CONSTRUCTION ITEMS	QTY	UNIT	UNIT COST	TOTAL
1	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STANDARD PLAN 120-2 TYPE A2-6	64	LF	\$	\$
2	CONSTRUCT 4" PCC SIDEWALK	375	SF	\$	\$
3	CONSTRUCT ADA RAMP	1	EA	\$	\$
4	SAWCUT, REMOVE AND DISPOSE OF EXISTING CONCRETE	192	SF	\$	\$
5	SAWCUT, REMOVE AND DISPOSE OF EXISTING CONCRETE CURB & GUTTER	64	LF	\$	\$
6	CONSTRUCT 6" CONCRETE DRIVE APPROACH ON COMPACTED SUBBASE	313	SF	\$	\$
7	REMOVE AND RELOCATE EXISTING STREET NAME, STOP SIGN AND POST	1	EA	\$	\$

TOTAL FOR BID SCHEDULE

(ITEMS 1- 7) _____ \$ _____
(WORDS) (FIGURE)

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost if any, or such revisions have been included in the TOTAL BID of the Bidding Schedule (s).

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

Name of Bidder _____

Address _____

State License No. _____ Telephone No. _____

By: _____
Signature

Title

Date the _____ day of _____, _____

REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed **similar** work within the past 2 years:

1. Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
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2.

Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
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3.

Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers who have a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal, or any firm, corporation, partnership, or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venture are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all afore-named principals on this day of _____, 20____.

BIDDER

Subscribed and sworn to this ____ day of _____, 20_____.

NOTARY PUBLIC _____

NON-COLLUSION DECLARATION
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed

on _____ [date], at _____ [city], _____ [state].

Signature

**PROPOSAL GUARANTEE
BID BOND
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA**

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, and _____, as SURETY, are held and firmly bound unto the City of Calimesa, as CITY, in the penal sum of _____ Dollars (\$ _____), which is 10 percent of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC _____

* Provide BIDDER/SURETY name, address, telephone number and the name, title, address, and telephone number for authorized representative.

(SEAL AND NOTORIAL ACKNOWLEDGMENT OF SURETY)

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

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

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Proposal Herein 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 safety regulation?

Yes _____ No _____

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

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

**CITY OF CALIMESA BIDDER
INFORMATION SHEET
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA**

Bid Opening Date: _____, 20__

Project Title: **CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II**

UDBE Goal for Contract (if any): **None**

The following information is requested for all contractors who provide a bid, proposal, or quote, or who are contacted by the proposed prime contractor. If you are the apparent low bidder (or the second or third low bidder), the information should be submitted within four business days of the bid opening date. *Information provided will be held in confidence.*

Firm Name:

Address:

Contractor's License Number and Class:

Telephone: _____ Facsimile:

Years in Business: _____ Is the firm currently certified as a DBE? Yes No

→ If yes, indicate certification status: Black American Asian-Pacific Islander
 Native American Woman
 Hispanic American Sub-continent Asian American

and DBE Certification No.: _____

Contract items or description of work: _____

Dollar Amount of items bid on (this contract): _____

Gross Annual Receipts (last year):*

- Less than \$1 million
- \$1million - \$5 million
- \$5 million - \$10 million
- \$10 million-\$15 million
- Over \$15 million

(Please duplicate this form and provide information on all bidders.)

THE CITY OF CALIMESA THANKS YOU FOR YOUR ASSISTANCE.

**This information is requested pursuant to Federal law.*

**CITY OF CALIMESA
CONTRACT AGREEMENT
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA**

This Contract Agreement is made and entered into for the above-stated project this _____ day of _____, 20____, BY AND BETWEEN the City of Calimesa, as CITY, and _____, as CONTRACTOR, as known herein as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above- stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to

pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the California State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self- insurance in accordance with the provisions of that Code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the California State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, COUNTY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

HOLD HARMLESS CLAUSE

Contractor shall hold the City of Calimesa and County of Riverside, its officers, agents and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of principal, its officers, agents, employees or Sub-Contractors relating to or in any way connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, Owner, County of Riverside, its officers, agents, employees and Independent Architect in any legal action based on any alleged acts or omissions.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein the City of Calimesa, County of Riverside, IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20__.

Special Federal Requirements

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010).

4. Contractor acknowledges that work under this contract is subject to the payment of prevailing wages pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations (State Prevailing Wages), and the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (Davis-Bacon Act Prevailing Wages). The Contractor to whom the contract is awarded, and all subcontractors under him, shall pay the higher of the Federal or State prevailing wage rate for any given classification employed in the performance of this contract.

Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA 20260025

Modification Number: 1

Date: JANUARY 16, 2026

Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and 2 CFR Part 200. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than

\$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. Rights to Data and Copyrights – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. Debarment and Suspension (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred,

CITY: _____,

Date: _____

Mayor of the City of Calimesa

Attested _____,

Date: _____

City Clerk of the City of Calimesa

Approved as to form _____,

Date: _____

City Attorney of the City of Calimesa

FAITHFUL PERFORMANCE BOND
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT,
PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of Calimesa, as CITY, in the penal sum of _____ Dollars (\$ _____), which is 100 percent of the total contract amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, and firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with CITY for the above-stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this ____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/ SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

MATERIAL AND LABOR BOND
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, and _____, as SURETY, are held firmly bound unto the City of Calimesa, as CITY, in the penal sum of _____ Dollars (\$ _____), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, and firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with CITY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the California State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the California State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number for authorized representative.

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed

on _____ [date], at _____ [city], _____ [state].

Signature

COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By _____

Title

Date

GENERAL PROVISIONS
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

A. SCOPE OF WORK

The work to be done will consist of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and contract documents. The general items of work may include permits, clearing, grubbing, grading, construction of concrete curb and sidewalks, removal and construction of concrete pavement and improvements as required to construct the required improvements and all items not mentioned but indicated in the Plans, Specifications, and the Special Provisions within the Contract Documents.

B. LOCATION OF WORK

The general location and limits of the work are as follows: Within the City of Calimesa, California, fronting the Calimesa Library 964 Calimesa Blvd.

C. TIME FOR COMPLETION

The Contractor shall complete all work in every detail within 30 (THIRTY) working days after the date in the Notice to Proceed with the Work.

D. NOTIFICATION

The Contractor shall notify the public works staff at the City of Calimesa and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF CALIMESA – Margaret Monson, Public Works Director Mari Shakir Patrick Palifox, Inspector Kyle Comey, Public Works Supervisor	(909) 795-9801
SOUTHERN CALIFORNIA EDISON Attention: Mr. Kevin Purdy	M (909) 286-5961
THE GAS COMPANY Attention: Mr. Adam Evantov	O (951) 303-5140
FRONTIER COMMUNICATIONS Attention: Ms. Harmeet Kaur	O (909)748-6674

SPECTRUM COMMUNICATIONS

Attention: Mr. Scott Bernat

O (562)677-0673

M (714)497-9357

YUCAIPA VALLEY WATER DISTRICT

Attention: Mr. Matt Porrás

O (909) 797-5117

SOUTH MESA WATER COMPANY

Attention: Mr. Dave Armstrong

O (909) 795-2401

UNDERGROUND SERVICE ALERT

O (800) 227-2600

E. EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Director and the County Sheriff's Department prior to beginning work.

F. STANDARD SPECIFICATIONS

The project provisions applicable to this contract shall be those set forth in California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), and 2022 California Electrical Code (CEC) & City Ordinance, the 2022 California Energy Code, California Energy Efficiency Standards and the Standard Specifications for Public Works Construction, Latest edition, including all supplements, published by Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, hereinafter referred to as "Standard Specifications." The Standard Specifications are referred to and by this reference are made a part hereof as though set forth at length. The Contractor is required to comply with the Standard Specifications in addition to the conditions set forth in these General Provisions and Special Provisions.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out.

G. LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

1 – Laws to be Observed

The Contractor shall keep himself or herself fully informed on all existing and pending State and national laws and all municipal ordinances and regulations of the City, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relation to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

2 - Social Security Requirements

The Contractor shall furnish to the City satisfactory evidence that he and all subcontractors working for him are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the City that the Social Security and Withholding taxes are being properly reported and paid.

3 – Prevailing Wages, Federal Wages, Davis Bacon

This is a municipal construction project. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

The contractor's duty to pay state prevailing wages can be found under Labor Code Section 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

Conflict of Interest: In the procurement of construction, the conflict-of-interest provisions in (State LCA – 24CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer, or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has

ascertained the general Federal wages, Davis-Bacon applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all those employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1 and 1776."

4 - Penalties

The Contractor shall comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

5 - Working Hours

The Contractor shall forfeit, as penalty to the City, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract by Contractor or by any subcontractor under him for each calendar day during which such worker is required or permitted to work more than forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 1 of the Labor Code (Section 1810 et. seq.)

6 - Apprentices

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. It shall be Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7 - Registration of Contractors

Only a Contractor or Subcontractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code and as required by Labor Code s1725.5 with the Department of Industrial Relations shall be permitted to enter into a contract with the City for any public improvements.

8 - Permits and Licenses

The Contractor shall procure all permits and licenses, (including a Calimesa business license), pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

9 - Patents

The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices, or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

10 - Indemnity

The Contractor agrees to indemnify and hold harmless the City and others and to waive subrogation as set forth in the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution executed concurrently herewith, a copy of which is attached hereto and incorporated herein by this reference.

11 - Notice

The address given in the Contractor's proposal is the place to which all notices to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice shall be deemed sufficient service thereof upon the Contractor, and the date of that service shall be the date of such mailing or delivery. Such address may be changed at any time by written notice signed by the Contractor and delivered to the Director of Public Works.

12 - Contractor's Responsibility for Work

Until the final acceptance of the work by the City, by written action of the Director of Public Works or their authorized representative, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or any other cause.

The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such

injuries or damages arising from the sole negligence of willful misconduct of the City, its officers, agents, or employees. In the case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the protection of work already completed and shall properly store and protect them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

13 - Maintenance and Guarantee

(a) The Contractor hereby guarantees that the entire work constructed by Contractor under the contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make at Contractor's own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the City's acceptance of the entire project, which is when the City Council directs staff to file a Notice of Completion, and to restore to full compliance with the requirements of these specifications, including any test requirements set forth herein for any part of the project or work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Director of Public Works. The Contractor and Contractor's sureties shall be liable to the City for the cost thereof.

(b) The guarantees and agreements set forth in subsection (a) shall be secured by a surety bond which shall be delivered by the Contractor to the City before the City's acceptance of the project. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies admitted in the State of California and satisfactory to the City, in the amount of 100 percent of the contract. Said bond shall remain in force for a period of one (1) year after the date that the City accepts the project. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period. If the Contractor wishes to pursue the option of extending the Faithful Performance Bond for an additional one (1) year period in lieu of a separate surety bond, the Contractor shall provide written evidence from the surety of such Faithful Performance Bond extension before the City's acceptance of the project. Delivery of the one-year surety bond or proof of Faithful Performance Bond extension shall be a condition precedent to the City Council's approval of the Notice of Completion.

14 - Cooperation

The Contractor is hereby notified that additional work within the work site may be scheduled during the course of this contract.

The Contractor shall cooperate with these and other projects in accordance with Sections 5-6 and 7-7 of the Standard Specifications.

Compensation for compliance shall be included in the various items of work, and no additional compensation shall be allowed, therefore.

H. PROSECUTION AND PROGRESS OF THE WORK

1 - Work Schedule

Prior to the Notice to Proceed, the Contractor shall submit a work schedule to the Director of Public Works or their authorized representative for approval. Said schedule must show the dates of the expected start and completion of the various items of the contract work. The final schedule will be used as a controlling document throughout the construction period.

2 - Subletting and Assignment

The Contractor shall give Contractor's personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the Director of Public Works or their authorized representative and of the surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the Director of Public Works. No assignment, transfer, or subletting, even though consented to, shall relieve the Contractor of Contractor's liabilities under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the Director of Public Works or their authorized representative, said subcontractor shall be removed immediately from the project upon request by the Director of Public Works or their authorized representative, shall not again be employed on the work, and the Contractor shall be held liable for the deficient work.

The Contractor shall submit to the City a list with the names, addresses and telephone numbers of all subcontractors who will work under Contractor.

3 - Character of Workers

The Contractor shall employ none but competent foremen, laborers, and mechanics. Any overseer, superintendent, laborer, or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be removed from jobsite immediately and such person shall not again be employed on the work.

4 - Agents or Foreman

In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, Contractor must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders, or instructions given, sent to, or served upon, such agent or foreman by the Director of Public Works or their authorized representative shall be considered as having been served upon the Contractor.

5 - Temporary Stoppage of Construction Activities

The Director of Public Works or their authorized representative shall have the authority to suspend the contract work, wholly or in part, for such a period of time as the Director may deem necessary, due to unsuitable weather, or to such other conditions as the Director considers unfavorable for the proper prosecution of the work, or for such time as the Director may deem necessary due to failure on the part of the Contractor or Contractor's workers to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the Director of Public Works or their authorized representative and shall not resume operations until so ordered in writing.

6 - Time of Completion and Liquidated Damages

If all the contract work is not completed in all parts and requirements within the time specified in the contract documents, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, delays of subcontractors due to such causes, or work suspensions directed by the Director of Public Works or their authorized representative provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, if any, and the finding thereon shall be final and conclusive. If the City deems it appropriate to assess the contractor liquidated damages, such damages shall be in the amount specified in this bid document.

7 - Suspension of Contract

If at any time, in the opinion of the Director of Public Works or their authorized representative, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing will be served upon Contractor, and should Contractor neglect or refuse to provide means for a

satisfactory compliance with the contract within the time specified in said notice and as directed by the Director of Public Works or their authorized representative, the Director of Public Works or their authorized representative shall have the power to suspend the operation of the contract and discontinue all work or any part thereof, subject to review by the City Council. Thereupon the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the City itself or its Contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expenses charged under this paragraph shall be deducted and paid for by the City out of any moneys then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for ensuring its proper completion, but all sums paid therefor shall be charged to the Contractor. In case the expenses so charged are less than sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefor. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

I. MEASUREMENT AND PAYMENT

1 - Measurement and Payment

Measure of the quantities of work and payments therefore shall be in accordance with Section 9 of the Standard Specifications. In accordance with Subsection 9-3.2 of the Standard Specifications, the monthly payment date shall be the last calendar day of each month. A measurement of work performed, and a progress estimate of the value thereof based on the contract and of the monthly payment shall be prepared by the Contractor and submitted to the Director of Public Works or their authorized representative before the tenth day of the following month for verification and payment consideration.

2 - Final Invoice and Payment

Whenever in the opinion of the Director of Public Works or their authorized representative, the Contractor shall have completely performed the contract; the Director of Public Works shall notify the City Clerk that the contract has been completed in its entirety. The Contractor shall then submit to the Director of

Public Works or their authorized representative for approval, a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Director of Public Works or their authorized representative shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Director of Public Works or their authorized representative' opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less 5 percent (5 percent) of the total work done. After receipt of a one-year warranty bond in accordance with the requirements herein, the Director of Public Works shall then request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City in the office of the Riverside County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.

On the expiration of thirty-five (35) days after the date of recording the Notice of Completion, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and shall release the Faithful Performance Bond and Labor and Material Bond.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the Owner's attorney.

3 - Extra Work

Extra work, when ordered in writing by the Director of Public Works or their authorized representative and accepted by the Contractor, shall be paid for underwritten work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and the Director of Public Works or their authorized representative. All extra work shall be adjusted daily upon report sheets prepared for the Director of Public Works or their authorized representative, furnished by the Contractor, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

The first sentence of Subsection 3-3.2.2.2 Basis for Establishing Costs, (a) Labor, of the Standard Specifications, is hereby deleted and replaced with the following:

The costs of labor will be the actual cost of wages of workers performing the extra work at the time the extra work is done, plus the applicable labor surcharge as set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date

upon which the work is accomplished, as well as assessments or benefits required by lawful collective bargaining agreements.

4 - Unpaid Claims

If upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by the Code of Civil Procedure of the State of California, any person or persons claiming to have performed any labor or furnished any materials, supplies or services towards the performance of completion of this contract or if they have agreed to do so, shall file with the City a verified statement of such claim, or if any person shall bring against the City or any of its agents any action to enforce such claim, the City shall until the discharge thereof, withhold from the moneys that are under its control, as much as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the cost thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by the Code of Civil Procedure in a penal sum equal to one and one-quarter times the amount of said claim, said money shall not thereafter be withheld on account of such claim.

5 – Acceptance

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty here in above. The Contractor agrees that payment of the amount due under the contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

J. CONTROL OF WORK

1 - Authority of the Director of Public Works

The Director of Public Works or their authorized representative shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions which may arise as to the interpretation of the plans and specifications. The Director of Public Works or their authorized representative shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations.

The decision of the Director of Public Works or their authorized representative shall be final, and he shall have relative authority to enforce and make effective such decisions and actions necessary as the Contractor fails to carry out promptly.

For the purposes of routine and normal supervision and coordination of work, the Director of Public Works or their authorized representative is the City's authorized representative for all work within the scope of this agreement.

2 - Conformity with Plans and Allowable Variation

Finished surfaces shall in all cases conform to the lines, grades, cross-sections, and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the Director of Public Works or their authorized representative and authorized in writing. All such deviations shall be recorded on "as-built" plans and submitted to the Director of Public Works or their authorized representative upon project completion.

3 - Progress of the Work

The Contractor's working days shall begin on the date stated in the Notice to Proceed which will be issued following the scheduling conference. The Contractor shall diligently prosecute the work to completion before the expiration of the time limit appearing in the specifications.

4 - Samples

The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the Director of Public Works or their authorized representative for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the Director of Public Works or their authorized representative. Rejected materials must be immediately removed from the work by the Contractor and shall not again be brought back to the site.

5 - Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name of manufacturer and the catalog information. The use of alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Director of Public Works or their authorized representative, in accordance with the following required by Section 3400 of the Public Contract Code of the State of California:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the Director of Public Works or their authorized representative. The Director of Public Works or their authorized representative shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the Director's decision shall be final. All requests for substitution shall be submitted, together with all documentation necessary for the Director to determine equality, within 20 days following the award of the contract.

6 - Protection of Work

The Contractor shall continuously maintain adequate protection of all Contractor's work from damage, and the City will not be held responsible for the care or protection of any material, equipment, or parts of work, except as expressly provided for in the specifications.

7 - Conflict of Terms

The notice to bidders, proposal, plans, specifications, and General Provisions are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein, and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans, and change orders and supplemental agreements shall govern over any other contract document.

8 - Interpretation of Plans and Specifications

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the Director of Public Works or their authorized representative for such further explanation as may be necessary, and shall

conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event or doubt of questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

9 - Increases and Decreases of the Work to be Done

The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications or the proposal form or to omit portions of the work so described, as may be deemed necessary or expedient by the Director of Public Works or their authorized representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done.

10 - Alterations of the Work to be Done

By mutual consent of the party's signatory to the contract, alterations, modifications, or deviations from the type of work may be described on the plans, specifications or on the proposal form may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the Director of Public Works or their authorized representative and agreed upon, as aforesaid, aid deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions, and provisions of the original contract.

11 - Extra Work

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the Director of Public Works or their authorized representative. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the Director of Public Works or their authorized representative.

12 - Public Utilities

(a) All of the existing utility facilities except those to be relocated as shown on the plans will remain in place and the contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the Director of Public Works or their authorized representative to move

such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the project site for the purpose of making repairs or changes in their property which may be necessary as a result of the work. The Contractor shall also schedule and allow adequate time for those relocations or modifications necessary for the project by the respective utility owners. Employees and agents of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

(b) The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Southern California Edison secondary, primary and transition facilities. The term "qualified person" shall mean one who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by any subcontractors.

13 - Procedure In Case of Damage to Public Property

Any portions of curb, gutter, sidewalk, or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at Contractor's own cost, free of charges to the City. The cost of additional replacement of curb, gutter, or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during Contractor's operation), shall be paid to the Contractor at the unit prices submitted in his bid.

14 - Removal of Interfering Obstructions

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it is understood that the cost of said removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing work.

15 - Quality of Material

Materials shall be new, and of specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown required under the contract is not particularly specified, the Contractor shall estimate that the City will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress for the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or any other cause.

16 - Removal of Defective or Unauthorized Work

It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the Director of Public Works or their authorized representative, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Director of Public Works or their authorized representative made under the provisions of this paragraph, the Director of Public Works or their authorized representative shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these specifications, the Director of Public Works or their authorized representative will furnish the Contractor with a certificate to that effect.

17 - Supervision

All manufactured products, materials and appliances used and installed, and all details of the work shall at all times be subject to the supervision, test and approval of the Director of Public Works or their authorized representatives. The Director of Public Works or their authorized representatives shall have access to the work at all times during construction and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the Director of Public Works or their authorized representative so that proper inspection may be provided. Any work done in the absence of the Director of Public Works, or their authorized representative will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment.

The Contractor shall prosecute work on any State highway or with any railroad right-of-way only in the presence of an inspector representing the State Division of Highways or the railroad company, and any work done in the absence of such inspectors will be subject to rejection. The Contractor shall make the appropriate notification according to the instructions given on the State Encroachment Permit or railroad permit for all inspections and shall post all bonds and certificates required by the permit. The permit shall be acquired by the Contractor at the Contractor's expense. The Contractor shall pay for all testing and inspections required by a State Encroachment Permit or railroad permit.

18 - Soil Compaction Testing

Any soil compaction testing, and certification shall be certified by a Geotechnical Engineer and provided and paid for by the City. Any costs borne due to failed compaction tests will be the responsibility of the Contractor.

19 - Preservation of Property

Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal are being performed shall be similarly protected and preserved.

20 - Dust Control

The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Director of Public Works or their authorized representative to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

The contractor shall clean all areas affected by his/her work in a manner which is acceptable by the Director of Public Works or his/her designee. If the City is not satisfied with the cleaning work, the city may urgently hire another cleaning crew to clean the area and back-charge the contractor for all cost incurred to the City including City staff time.

21 - Selected Materials

Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

22 - Surplus Materials

The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

23 – Clean Up

During all phases of construction, the Contractor shall maintain a clean work site; the Contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed on a

daily basis. Full compensation for cleanup p shall be considered as included in the prices paid for the various contract items.

24 - Equipment Requirements

The Contractor shall provide a lead car with a "Wide Load" warning sign to lead the movement of any equipment exceeding 7 feet in maximum horizontal dimension over any street to the location of the scheduled work site. Equipment will be subject to a fine of one hundred dollars for each violation as determined by the Director of Public Works or their authorized representative. Any other violations shall be subject to the Vehicle Code of the State of California. Full compensation for the cost of furnishing the lead vehicles and adhering to the requirements of this section shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefore.

25 - Protection of Work and Public

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged parts of the project as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.) and will respond to alleged damage to private property including City owned facilities and/or vehicles within twenty-four (24) hours of notification. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Special Provisions. In addition, Contractor shall provide for entrance to City buildings during business hours and a pedestrian path of travel to each entrance.

26 - Sprinkler Systems

Any sprinkler system damaged during the Contract shall be repaired by the Contractor at no additional cost within 24 hours of notification. All damaged sprinkler and irrigation parts shall be replaced in kind. If repair is not completed within said limit, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 24-hour period that the damaged irrigation system has not been repaired to function properly (as determined by the City's inspector).

27 - Contractor's Superintendent and Project Manager

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified superintendent, who shall not be replaced without written notice to the Director of Public Works or their authorized representative except under extraordinary circumstances. The Contractor's superintendent shall be present at the site of the work at all times while work is in progress. The Superintendent's sole duties shall be to supervise a full work crew and coordinate activities pertaining any work performed by the Contractor or its subcontractors including but not limited to slurry sealing and

striping and marking, including traffic control and public notifications. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as such superintendent is again present at the site. The Director of Public Works or their authorized representative shall have the right, at any time, to direct a change in the Contractor's superintendent, if the performance is unsatisfactory, as determined by the Director of Public Works or their authorized representative, in its sole discretion.

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified project manager, who shall not be replaced without written notice to the Director of Public Works or their authorized representative except under extraordinary circumstances. The Contractor's project manager shall be responsible for overall administration and coordination of the work including, but not limited to processing of schedules, discussion of change orders and extra work and coordination and distribution of the Daily Reports. The Director of Public Works or their authorized representative shall have the right, at any time, to direct a change in the Contractor's project manager, if the performance is unsatisfactory, as determined by the Director of Public Works or their authorized representative, in its sole discretion.

The Contractor's superintendent shall have a working multi frequency two-way radio with adequate range for City-wide communication on him/her at all times during the course of the project. The Contractor shall provide to the City's Construction Observers, a small portable working, multi-frequency two-way radio compatible for communication with that of the Contractor's Superintendent's communication device and a charger. The Contractor shall also provide to each of the City's Construction Observers, a portable cellular telephone, two cell telephone batteries and charger and pay for service for the duration of the project. The Contractor shall only choose a carrier that has adequate coverage in the area. All telephone calls will only be project related. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as said radio communication is re-established. The cost for furnishing radios and phones shall be considered as included in the bid price paid for the various contract items of work, no additional compensation will be made, therefore. Said radios and cellular telephones will be returned to the Contractor after the completion of the project. The City will endeavor to safeguard the Contractor's communication devices but assumes no responsibility or liability for any possible damage to the cellular telephones or radios.

28 - Contractor's Daily Reports

The Contractor shall complete consecutively numbered legible daily reports indicating the number of people working, their names, a narrative description of work performed, the individual locations of the work serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, sub-contractors working at site, weather conditions, temperature, start time, finish time, and the date. The Contractor's Superintendent shall sign each report. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Director of Public Works or their authorized representative.

The City will provide a sample format for the daily report at the preconstruction conference. The Contractor shall distribute copies to the Construction Observers and the Director of Public Works or their authorized representative at either the conclusion of each workday or prior to the start of work the next day. No progress payments will be processed or made to the Contractor unless all daily reports are completed to the date of submittal of application for payment.

29 - Request for Working Days

The Contractor shall notify the Director of Public Works or their authorized representative separately in writing within 7 calendar days after the occurrence of a delay, when the Contractor believes that it is entitled to an additional working day per any day the Contractor is prevented from working at the beginning of the workday, for cause defined in Section 6-6.1 of the Standard Specifications, or any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1 of the Standard Specifications. The Contractor's failure to give written notice in the time period specified above shall constitute a waiver of all claims for an additional workday, whether direct or consequential in nature and that day will be counted as a working day. Upon receipt of the Contractor's written request, the Director of Public Works or their authorized representative will then make a determination of whether the day or days the Contractor is requesting shall be counted as working days.

30 - Defective Materials

All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the Director of Public Works or his authorized representative. Upon failure on the part of the Contractor to comply with any order by the Director of Public Works or their authorized representative made under the provisions of this article, the Director of Public Works or their authorized representative shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

31 - Sound and Vibration Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

32 - Air Pollution Control

Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements.

33 - Final Cleaning Up

Upon completion of the project and before making application to the Director of Public Works or their authorized representative for acceptance of the work, the Contractor shall clean all the streets and ground occupied by Contractor in connection with the project, of all rubbish, debris, excess material, temporary structures, and equipment, leaving the entire site of the work in a neat and presentable condition.

34 - Contractor's Request for Final Inspection

When the Contractor believes all the contract work is complete in all parts and requirements, the Contractor will notify the Director of Public Works or their authorized representative in writing through a certificate of completion form which will be provided to the Contractor at the preconstruction conference.

After the City receives the Contractor's certificate of completion, the Director of Public Works or their authorized representative will review the Contractor's work for substantial performance with the Contract Documents. If the Director of Public Works or their authorized representative deems the work substantially performed, the Public Works Director will prepare a list of any minor remaining items of work to be completed. The Contractor shall complete all work on the list to the satisfaction of the Director of Public Works or their authorized representative within 30 calendar days after the date of the list or the Contractor waives any and all claims to all monies withheld by the City under the Contract to cover the value of all such uncompleted or uncorrected items, including any additional engineering, administration, or inspection costs. If the work was not substantially performed, working days will continue to accrue against the Contractor.

35 - Resolution of Public Works Claims

This Contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Contract hereby incorporates the provisions of Article 1.5 as through fully set forth herein.

36 – Trenches and Excavations

In accordance with Public Contract Code Section 7104, whenever the digging of

trenches or other excavations extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law: 2) Subsurface or latent physical conditions at the site differing 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. 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 the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the 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. The 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. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

SPECIAL PROVISIONS
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT,
PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

PART 1
GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS and SYMBOLS

1-2 DEFINITIONS

CITY:	City of Calimesa
Board:	City Council of the City of Calimesa
Caltrans:	State of California, Department of Transportation
County:	County of Riverside
Director:	The Director of Public Works of the City of Calimesa or their authorized representative
Federal:	United States of America
Contractor:	The word Contractor is supplemented by adding thereto the following: The term Contractor means the Contractor as defined herein or their authorized representative.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Within 10-working days after the date of the CITY'S notice of award, the Contractor shall execute and return the following contract documents to the CITY:

Contract Agreement

Faithful Performance Bond

Material and Labor Bond

Public Liability and Property Damage Insurance Certificate

Worker's Compensation Insurance Certificate

Failure to comply with the above requirements will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the CITY until executed by the authorized CITY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the CITY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS

Subsection 2-3.2-Additional Responsibility

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump-Sum Price. When a portion of an item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump-Sum Price, determined from information submitted by the Contractor, subject to approval by the Director.

Prior to award of the contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement,

or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

The Contractor shall provide the following supplemental information for each bond as required herein:

- a. Surety company name providing the contractor's bond.
- b. Name of the contractor's surety sales agent.
- c. The business address of the surety company and the agent.
- d. The business telephone number of the surety company and agent.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the City Director. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Examination of Contract Documents:

2-5.4 Examination of Contract Documents. The bidder shall carefully examine the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms, therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be

furnished and as to the requirements of the proposal, Plans, Specifications, and the Contract.

2-9 SURVEYING

2-9.3 Survey Service. Subsection 2-9.4, Survey Service is amended by adding thereto the following:

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same. The Contractor's Surveyor will establish all necessary initial control lines, if required by the Contractor. The Contractor's Surveyor will also perform the "first" time staking. In the event that the control lines and/or the stakes are destroyed, lost, or otherwise tampered with, the Contractor shall be responsible for any re-setting of the control lines or the stakes at his/her expense without additional pay or additional days added to the time allotted for the completion of the work

SECTION 3 - CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment .

3-3.2.1 General. Payment for extra work by cost plus a differential for labor, materials and equipment shall be considered payment under force account basis. The labor, materials and equipment provided shall be subject to the approval of the Director and compensation will be determined as provided herein.

3-3.2.2 Basis of Establishing Costs.

Subsection 3-3.2.2(a) is hereby deleted and replaced with the following: 3-3.2.2.

(a) Labor.

The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Director), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces will be the sum of the following:

3-3.2.2. (a).1 Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

3-3.2.2. (a).2 Labor Surcharge. To the actual wages, as defined in Section 3-3.2.2. (a).1, will be added a labor surcharge set forth in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished, and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 3-3.2.2. (a).1 and subsistence and travel allowance as specified in Section 3-3.2.2. (a).3.

3-3.2.2. (a).3 Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workmen.

Subsection 3-3.2.2(c) is hereby deleted and replaced with the following: 3-

3.2.2(c) Equipment Rental.

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation Publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Director to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Director. The Contractor may furnish any cost data which might assist the Director in the establishment of such rental rate.

The rental rates paid as provided above shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 3- 3.2.2(a), "Labor."

All equipment shall, in the opinion of the Director, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made, therefore.

Rental time will not be allowed when equipment is inoperative due to breakdowns.

3-3.2.2(c).1 Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on

other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

- 1 When hourly rates are listed, less than 30 minutes of operation shall be considered to be 2 hours of operation.
- 2 When daily rates are listed, less than 4 hours of operation shall be considered to be 2 days of operation.

3-3.2.2(c).2 Equipment not on the Work. For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, or determined as provided in Section 3-3.2.2(c) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

1. The original location of the equipment to be hauled to the location of the work shall be agreed to by the Director in advance.
2. The CITY will pay the costs of loading and unloading such equipment.
3. The cost of transporting equipment in low-bed trailers shall not exceed the hourly rates charged by local established haulers.
4. The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
5. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Director directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

Equipment Usage and Hourly Rate Table

<u>Hours Equipment Is in Operation</u>	<u>Hours to Be Paid</u>
0.0	4.00

0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.50
7.5	7.75
8.0	8.00
Over 8 hours in Operation	

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 2 hours of operation.

When daily rates are listed, payment for 2 days will be made if the equipment is not used. If the equipment is used, payment will be made for 1 day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than 1 day.

6. Should the Contractor desire the return of the equipment to a location other than its original location, the CITY will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

7. Payment for transporting, loading, and unloading equipment, as provided above, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force-account basis.

When extra work, other than work specifically designated as extra work in the Plans and Specifications, is to be paid for on a force-account basis and the Director determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Director may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

1. The Director shall specifically approve the necessity for the use of particular equipment on such work.

2. The Contractor shall establish, to the satisfaction of the Director, that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.

3. The Contractor shall establish to the satisfaction of the Director that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.

4. The Director shall approve the equipment source and the equipment rental rate to be paid by the CITY before the Contractor begins work involving the use of said equipment.

3-3.2.2(c).3 Owner-Operated Equipment. When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 3-3.2.2(c), "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project or, in the absence of such other workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 3-3.2.2(a), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for the equipment rental and labor as provided in Section 3-3.2.3 (a), "Work by Contractor."

3-3.2.3 Mark-up.

The text of Subsection 3-3.2.3 is hereby deleted and replaced with the following:

- (a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profits, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 3-3.2.2(a) and 3- 3.2.2(b), "Materials," and 3-3.2.2(c), "Equipment Rental."

Labor
Materials
Equipment
Rental

Other Items and Expenditures

To the sum of the costs and mark-ups provided for in this subsection, 1 percent shall be added as compensation for bonding.

- (b) Work by Subcontractor. When all or any part of the extra work is performed by a subcontractor, the mark-up established in Subsection 3- 3.2.3(a) shall be applied to the subcontractor=s actual cost of such work, to which a mark- up of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-6 NOTICE TO SURETIES

Section 3, Changes in Work, is amended by adding thereto the following new Subsection 3-6:

The Contractor shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of the work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the City Director of Calimesa.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the CITY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of recordation of the Notice of Completion. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the CITY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Director 's written notice.

4-1.4 Test of Materials. Except as elsewhere specified, the CITY will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these Specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in

these Specifications or in the special provisions, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

SECTION 5 UTILITIES

5-1 LOCATION

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Specifications.

5-4 RELOCATION

The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When otherwise not required by the Plans and Specifications and when directed by the Director, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

Where existing utilities are found to interfere with the proposed construction, the following actions shall be taken by the Contractor:

Contractor shall coordinate, stage, and schedule his work to allow sufficient time and space for relocation by the owner of utility features as shown and required.

Contractor shall notify utility pole owners one week in advance of the availability of cleared right-of-way and provide space and time for relocation of poles by the utility owner.

Contractor shall contact Yucaipa Valley Water District and South Mesa Water Company prior to relocation of their facilities to coordinate inspection of work.

Contractor's attention is directed to the requirements of Section 5-6, "Cooperation" of the Standard Specification regarding utility relocations referenced on the Plans.

5-5 DELAYS

The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his work to this effect.

All notification of utility companies shall be by the Director based on Contractor's request as submitted to the Director at least 24 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The Contractor's proposed construction schedule shall be submitted to the Director within 10 working days after the date of the CITY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed with the Work, the Director will schedule a preconstruction meeting with the Contractor and the County Housing & Workforce Solutions CDBG representative to review the program, proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit progress reports to the Director by the 10th day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-6 DELAYS AND EXTENSIONS OF

TIME

6-6.4 Written Notice and Report. The first sentence of Subsection 6-6.4 is hereby deleted and replaced with the following:

If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Director in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standards Specifications, it shall notify the Director in writing within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, the cause, and the conditions which set the beginning time for the delay.

6-7 TIME OF COMPLETION

6-7.1 The time for completion shall be as noted in the General Specifications

6-7.2 Working Day. The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Director, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be six hundred dollars **(\$600) per day.**

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 86 dbA at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

7-2 LABOR

7-2.2 Laws. The Contractor, and all subcontractors, suppliers, and vendors, shall comply with all CITY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

The first four paragraphs of Section 7-3 are amended to read as follows:

The Contractor shall furnish the CITY a policy or certificate of liability insurance in which the CITY of Calimesa and the County of Riverside, all of their officers, consultants, and agents, including **(Director)**, and employees are named insured or are named as an additional insured with the Contractor. Notwithstanding any inconsistent statements in the policy or any subsequent endorsement attached thereto, the CITY and COUNTY and all their officers, consultants, and agents, including **(Director)** and employees, shall be attributable to the Contractor or the CITY and COUNTY or their officers, consultants, or agents, including **(Director)** and employees. The policy shall insure CITY and COUNTY and all of their officers, consultants, and agents, including **(Director)** and employees, while acting within the scope of their duties of the Work, against all claims arising out of or in connection with the Work, except as provided for in Subsection 6-10.

The Contractor may file insurance acceptable to the CITY covering more than one project. The coverage shall provide the following:

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability: \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Contractors' Pollution Legal Liability: \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Except as provided for in Subsection 6-10, the Contractor shall save, keep, and hold harmless the CITY and all of its officers, consultants, and agents, including **(Director)**, from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the contractor's employees, or any Subcontractor. The CITY and all of its officers,

consultants, and agents, including **(Director)**, will not be liable for any accident, loss, or damage to the Work prior to the completion or acceptance, except as provided for in Subsection 6.10.

7-5 PERMITS

The text of Subsections 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable CITY permits and make arrangements for CITY inspections. The CITY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain a CITY business license and shall be licensed in accordance with State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all cost incurred by the permit and license requirements.

7-8 PROJECT SITE MAINTENANCE

7-8.1.1 CLEAN UP AND DUST CONTROL. The generation of dust shall be controlled as required by the Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 30 MPH). Trucks hauling soil, dirt, sand, or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Director.

7-8.4 SANITATION. [Add the following:] Where construction requires removal of a portion of sewer in use, Contractor shall construct and maintain a reliable bypass system. Thirty days in advance of bypass requirement, Contractor shall submit a plan of his proposed method and equipment to be used for the bypass, including maintenance/emergency contact, and backup equipment provision. Contractor shall not proceed with the bypass operation until his plan is reviewed and approved by the owner of the sewer.

7-8.6 WATER POLLUTION CONTROL.

7-8.6.1 STORM DRAIN SYSTEM PROTECTION. The City is required by the State of California, NPDES General Stormwater Permit to eliminate and/or reduce the amount of objectionable material entering the City's storm drain system to the maximum extent practicable (MEP).

The storm drain system consists of underground pipes as well as improved and natural drainage courses. As such, the Contractor shall be thoroughly familiar with the San Bernardino County Flood Control District Best Management Practices (BMP) for construction activity. These practices and other measures shall be used to ensure that no objectionable materials including but not limited to excess excavation and backfill materials, oils, grease, street marking paints, saw cutting

residue, and/or AC grindings enter the City's improved or unimproved drainage system. Contractor to submit a BMP plan to the City for review and approval prior to commencement of work.

INSPECTIONS AND REPORTING. The Contractor shall regularly inspect the construction site for BMP compliance to ensure proper implementation and functioning. The Contractor shall identify corrective actions and time frames to address any damaged BMPs or reinitiate any BMPs that have been discontinued. At a minimum, the Contractor shall inspect the construction site as follows:

1. Prior to a forecast storm.
2. After any precipitation which causes runoff capable of carrying sediment from the construction site.
3. At 24-hour intervals during extended precipitation events; and
4. At regular weekly intervals.

PAYMENT. The bid contract prices of the various items of work shall be considered to include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for installing, maintaining, removing, and disposing of BMPs as required. This contract does not include a separate pay item for complying with water pollution control requirements.

7-8.7.1 DRAINAGE CONTROL. Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work and/or any private or public property occasioned by these causes and shall make good such injuries or damages at no cost to the City prior to the completion and acceptance of the work.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTSThe

second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following: All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access. Subsection 7-10.1 of the Standard Specifications is amended by adding thereto the following:

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Director.

At least one 12-foot-wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Director. The traffic lanes shall be maintained on pavement and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One 4-foot-wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be 5 feet.

Open trenches cut parallel to the centerline of Third Street, awaiting either pipe segments or backfill, shall not exceed thirty feet in length. These trenches shall be securely "plated" at the end of each workday.

Trenches cut at approximately right angles to the centerline of Third Street shall be securely "plated" at the end of each workday.

All unfinished pipe segments shall be securely capped to prevent access by vermin, pets, and/or children.

7-10.3 Street Closures, Detours, Barricades. Subsection 7-10.3 of the Standard Specifications is amended by adding thereto the following:

Street closures will not be allowed, except as specifically permitted by the Director.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Director.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5- 08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the Director. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Director. In no event will temporary striping be allowed on finished pavement surfaces.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by CITY forces shall be back charged to the Contractor based on the actual costs, plus CITY overhead. The entire City costs for work done by City forces shall be withheld from the final payment to the Contractor.

7-10.5 Protection of the Public. Subsection 7-10.5 is hereby added to Section 7 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Director , an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Director , immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Director will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Director may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Director, may seem reasonable and necessary.

Contractor is required to set up and maintain a pedestrian detour to all City buildings, which will remain open during construction. A construction staging plan shall be submitted to ensure access.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the CITY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the CITY does not take such remedial measures, the

Contractor is not relieved of the full responsibility for public safety.

SECTION 8 - FACILITIES FOR CITY PERSONNEL

No field offices for CITY personnel shall be required; however, the CITY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if provided by the Contractor for his own personnel.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment. The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the CITY for approval by the 10th day of the following month.

When the work is complete, the Director will determine the final quantities of the work performed and prepare the final progress payment report.

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

A full 5-percent retention will be deducted from all progress payments. The final retention will be authorized for final payment 35 days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retained amount, or receive the retained amount itself so long as the securities equivalent to the retained amounts are substituted with escrow holder approved by the CITY.

At the request and expense of the Contractor, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a State or Federally chartered bank approved by the CITY as the escrow agent, who shall return such monies or securities to the Contractor upon satisfactory completion of the contract.

Securities eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit and/or interest-bearing demand deposit accounts.

Any escrow agreement entered into shall be substantially similar to the form

"Escrow Agreement for Security Deposits" in lieu of retention as contained in Section 22300 of the California Public Contract Code.

9-3.2.2 Alternative Dispute Resolution shall be as stated in Public Contract Code Sections 9204 and 20104.

9-3.3 Delivered Materials. Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

The following subsection is hereby added to Section 9 of the Standard Specifications:

9-3.5 Final Pay Quantities. When the estimated quantities for a specific portion of the work are designed in the bid schedule by the letter (F) as final payment quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made unless the dimensions of said portions of the work shown on the plans are revised by the Director. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specified portion of the work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations is made based on the details and dimensions shown on the plans will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

SPECIAL PROVISIONS PART 2

CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.3 Gravel. Pea gravel for irrigation valve box drainage shall have 100 percent passing the 9.5mm (3/8-inch) sieve and less than 5 percent passing the 2.36 mm (No. 8) sieve. 200-1.7 Stone.

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Material for use in this project shall be Crushed Aggregate Base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1.1 General. The same brand, type, and source of cement and aggregate shall be used for all Portland cement concrete.

201-1.1.2 Concrete Specified by Class.

Fly ash shall not be used.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General. Contractor shall submit materials to Director for approval.

201-4 CONCRETE CURING MATERIALS

201-4.1.1 General. Concrete curing compound shall be Type 1-D.

SECTION 202 - MASONRY MATERIALS

Add new Section 202-3, Special Materials:

202-3.1 Cement Plaster Stucco.

- (a) Cement: Portland cement plaster, ASTM C-150
- (b) Lime: ASTM C-106, Type S

- (c) Aggregate: Sand ASTM C-144
 Gradation:
 (1) Brown coat: U.S. Standard

<u>Sieve</u>	<u>Maximum</u> Percent retained by Weight (+ or - 2%)	<u>Maximum</u> Percent retained by Weight (+ or - 2%)
No. 4 (4.75 mm)	---	0
No. 8 (2.36 mm)	0	10
No. 16 (1.18 mm)	10	40
No. 30 (600 um)	30	65
No. 50 (300 um)	70	90
No. 100 (150 um)	95	100

- (2) Finish coat:
 Same as base coat gradation, and all sand to pass No. 8 (2.36 mm) sieve.
- (d) Water: Potable and free from impurities that are harmful to plaster.
- (e) Finish Coat: Factory-prepared integrally colored stucco finish as manufactured by Highland or La Habra. All instructions and specifications noted on manufactures product shall be construed as part of this specifications.

SPECIAL PROVISIONS PART

3 CONSTRUCTION

METHODS SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Contractor shall note the locations, dimensions, and configurations of all existing equipment to be salvaged, and shall clearly mark or tag all equipment to be reused in the field prior to removal to facilitate reassembly; Contractor shall notify Director of any damaged or non-salvageable materials **prior** to commencing any removal or grading operations. Materials found to be damaged after work commences shall be assumed to be the responsibility of the Contractor. Contractor will not be paid for the replacement or repair of facilities or equipment believed by the Director to be damaged after the work commences.

Contractor shall replace designated, unusable existing facilities and equipment, in kind, at the direction of the Director.

The application of herbicide to kill turf and weeds, shall be per manufacturers' recommendations, including roots; and the removal and disposal of soil and turf offsite, and such other items not mentioned that are required by the Plans and Specifications, are part of the work in this section.

All the root pruning required to place or replace walks, curbs, curbs and gutters, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots two (2) inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 1.5-m (4-feet, 9-inches) above grade without the express written permission of the AGENCY. Any such root removed without the AGENCY's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Director, the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the City's employ.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified. Unclassified excavation shall consist of all

excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

1. Concrete. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches (38-mm). Concrete to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30-inches (750- mm) in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30- inches (750- mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12-inches (300-mm) of a score mark, the saw cut shall be made in and along the score mark.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for Class C topsoil shall be used as shown on the Plans, in the Specifications, or as directed by the Director. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work for related removal and construction bid items, shall be paid for as part of the work bid for each item of work, and no additional compensation will be allowed.

300-4 UNCLASSIFIED FILL

300-4.1 General. Add the following:

The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other site improvements. Tolerance for rough grading is 1/10th of a foot (30-mm), plus or minus at paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and

shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of sidewalks, curbs, and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is ¼-inch (6-mm), plus or minus.

300-4.1 General. Delete the second and third paragraphs and replace with the following:

Rocks, broken concrete, or other solid materials which are larger than 25-mm (1-inch) in greatest dimension shall not be placed in fill areas that are to be planted.

Clods or hard lumps of earth 25-mm (1-inch) or more in greatest dimension shall be broken up before compacting the material in fill areas to be planted. Fill material containing large rocks, boulders, or hard lumps (such as hardpan or cemented gravel which cannot be broken readily) over 300-mm (12-inches) in greatest dimension shall not be incorporated in the fill. Such materials shall be removed from the site.

Selected material from the site that meets the requirements for Class C topsoil may be used in landscaped areas in the upper 300-mm (12-inches) of fill. (Ref: Sec. 300-2.7)

Make-up fill material in landscaped areas shall be Class A topsoil for the upper 300-mm (12-inches) of fill. (Ref: Sec 308-2)

300-4.9 Measurement and Payment. The text of Subsection 300-4.9 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be included in the contract unit price bid for each project line item for "CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II" and no separate payment shall be made therefore; in addition, the unclassified fill shall include all costs for grading, shaping, compacting, spreading, consolidating, placing selected site materials, furnishing, and all other work that is required under this subsection.

Payment for subgrade preparation required for concrete placement shall be considered included in those items of work, and no separate payment will be made, therefore.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

General. All concrete flatwork areas shall be 3250 psi.

TECHNICAL SPECIFICATIONS
FOR
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
BID NO. 2024-06
IN THE CITY OF CALIMESA

The lump sum amount to be paid for the Items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work, and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up, and all other items incidental to the work.

Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with Section 7-2, "Lump Sum Work," of the SSPWC.

BID SCHEDULE "A":

Each respective bid item and bid schedule as shown on the proposal form shall comply with all respective sections of the Latest Edition of the Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified, except as modified herein. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

Mobilization/Demobilization:

Mobilization shall consist of preparatory work and operations for the street rehabilitation improvements, including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project, coordination with utility companies, and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items, and for obtaining all business licenses and permits, including permit fees, as required for entire project, from all related agencies including, but not limited to, the City of Calimesa. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

At the request of the City, the Contractor shall provide a mobile telephone number for use by City representatives.

The Contractor shall have on the work site at all times, as his agent, an English-speaking superintendent or foreman capable of reading and thoroughly understanding the plans,

specifications, and other related documents

Mobilization shall include project overhead costs, including costs and fees for obtaining construction permits and/or permit riders as may be required by the City of Calimesa, or as may be required by law, and for obtaining bonds, insurance, and financing for the entire project prior to beginning work.

Contractor shall confine his operations and work area to the project area. Unless the Plan shows otherwise, no encroachment into private property will be permitted without the prior written consent of the property owner. Obtaining this consent will be the responsibility and the costs of the Contractor. Material shown on the plans or designated in the Special Provisions which is to be used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced at the option of the City Director by the Contractor at the Contractor's sole expense.

The Contractor shall provide personnel to keep the construction site in a safe condition at all times, including non-working hours.

A Construction Schedule shall be submitted at least two (2) weeks prior to commencing work. All revisions shall be completed within three days after review by the Director. Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least three (3) working days prior to performing any work.

Mobilization shall include scheduling of the work in conformance with the traffic control criteria.

Unless otherwise specified in the General Provisions, payment for Mobilization shall include compliance to and furnishing all equipment set forth in the General Provisions.

Payment for Mobilization/Demobilization shall be considered as included in related bid items for CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II and includes full compensation for obtaining all bonding, insurance, business licenses and permits, as required for entire project, from all related agencies including but not limited to utility companies, the City of Calimesa, private and public agencies. The compensation shall include the compliance with the requirements specified in those licenses and permits; payment of all required fees; all labor, tools, equipment, personnel, materials, and incidentals necessary to perform all related items of work. No additional compensation shall be allowed.

Best Management Practice and NPDES Requirements:

Best Management Practice and NPDES Requirements:

The Contractor shall conform to the requirements of General Construction Activity Storm Water NPDES Permit No. CAS000002 and Order No. 2009-0009-DWQ issued by the State Water Resources Control Board. This General Permit, hereafter referred to as the "Permit", regulates storm water discharges associated with construction activities.

The Contractor shall also conform to the requirements of NPDES Permit No. CAS6180036 and Order No. R8-2010-0036 issued by the Santa Ana Regional Water Quality Control Board. This permit, hereafter referred to as the "Permit", regulates storm water discharges that enter the City's municipal storm drain systems (MS4). Contractor is not responsible for filing a Notice of Intent (NOI) for Permit coverage or a Notice of Termination (NOT) at project end. City staff will file a NOI for permit coverage and file a (NOT) at the end of the project (if applicable).

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Storm Water Quality Handbooks, dated 2009 or most recent edition, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook". Copies of the Handbook may be obtained from CASQA website at: <http://www.cabmphandbooks.com>; Telephone: (650) 366-1042; or email at: info@casqa.org.

The Contractor shall become fully informed of, and comply with, the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction activities.

Payment for this item shall be included in prices bid for related items for Stormwater Pollution Prevention Plan, Best Management Practice and NPDES Requirements, and shall be considered as full compensation for preparing and implementing the SWPPP, and for furnishing all labor, materials, tools, equipment, time, and incidentals for doing all work involved in construction of this item as directed by the Engineer, and no additional compensation will be allowed, therefore.

Clearing and Grubbing:

Clearing and grubbing shall conform to Subsection 300-1 of the SSPWC and shall include all clearing and grubbing for the construction of the new improvements and any clearing and grubbing and removals and/or removal and replacement shown on the plans for which there is no bid item of work.

Removals

Clearing and grubbing shall include, but is not limited to, the removal and disposal of (1) interfering grass, shrubs, trees, bushes, stumps, and other vegetation including roots whether removed in their entirety or just trimmed portions; (2) miscellaneous rocks and debris; (3) tree and shrub removal; (4) silt from all existing gutters; (5) Removal and capping off of irrigation facilities which interfere with construction. Sprinkler heads shall be salvaged and turned over to the City.

Relocations

Clearing and grubbing shall include, but not be limited to, the relocation of existing removal and re-location of existing irrigation lines, sprinkler heads, irrigation wires, and all other various relocations of existing improvements as directed by the City Director.

Restoration of irrigation system affected by the new improvements.

Regrading

Clearing and grubbing shall also include the removal and replacement of existing asphalt walkway or concrete improvements necessary for the construction as shown on the project plans. The work shall include excavation and subgrade preparation in compliance with Standard Specifications, Section 301-1. Compacting provisions of the Standard

Specifications will apply to all subgrade materials.

Clearing and grubbing shall consist of the removal, relocation, or abandonment of all interfering improvements within the job area limits that are not specifically covered by a separate Bid Item. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Dust control throughout the project will be required, including the sweeping within the vicinity of the project. Sweeping will be required as needed throughout the project duration. Under no circumstances will construction water be permitted to enter into the storm drain system. Payment for sweeping within the project vicinity shall be included in the contract lump sum price bid.

This "Clearing and Grubbing" item is meant to be a "catch-all" item. All removals, relocations, abandonments, and adjustments required to complete the proposed improvements, as shown on the Plan, whether or not specified herein, but not specifically covered by a separate bid item shall be considered as included in the lump sum price bid for this item. It is the Contractor's responsibility to visit the project site and determine the extent of removals, relocations, abandonment, and adjustments required to clear the way for the proposed improvements.

Payment for "Clearing and Grubbing" is included in the price bid for related items for CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, time, and incidentals for doing all work involved in construction of this item complete in place including, but not limited to, all contractor activities described above to complete the work and not covered by separate bid items as directed by the City Director of Public Works and no additional compensation will be allowed therefore.

SAWCUT, REMOVE AND DISPOSE OF EXISTING CONCRETE and EXISTING CONCRETE CURB & GUTTER:

Contractor shall sawcut and remove existing concrete and existing concrete curb and gutter as required, to the depths required as shown on the construction plans or as directed by the City Director.

Except as otherwise called for on the plans, all concrete Portland cement concrete pavement and curb cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by the City Director.

Care shall be exercised not to damage adjacent asphalt or concrete pavement. Curb & gutter damaged by construction operations shall be replaced at the Contractor's expense. Residue from removal operations shall not be permitted to flow or travel into gutters, onto adjacent surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Payment for "SAWCUT, REMOVE AND DISPOSE OF EXISTING CONCRETE AND EXISTING CURB AND GUTTER" shall be per the contract unit price bid for SAWCUT, REMOVE AND DISPOSE OF EXISTING CONCRETE and SAWCUT, REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER and shall include full compensation for furnishing all labor, materials, tools, time, equipment, and incidentals, and for doing all work involved in the sawcut and removal of the Existing Concrete Driveway, Existing Concrete Sidewalk, Existing Concrete Curb or Curb and Gutter, as required, and disposing of material removed offsite, as specified in these special provisions and as directed by the City Director.

CONSTRUCT 6" CURB & GUTTER PER SPPWC STANDARD PLAN 120-2 TYPE A2-6.
CONSTRUCT 4" PCC SIDEWALK
CONSTRUCT ADA RAMP
CONSTRUCT 6" CONCRETE DRIVE APPROACH

Contractor shall construct new Portland cement concrete (PCC) curb & gutter, conforming to SPPWC Std. Plan 120-2 Type A2-6, 4" PCC Sidewalk per Subsection 303-5, "Concrete Curb, Walks, etc.," of the SSPWC.

Concrete shall be class 520-C-3250.

Should the Contractor request and obtain permission to use admixtures (and/or Quikcrete) for his own benefit, he shall furnish such admixtures and incorporate them in the concrete mixture at his expense, and no additional compensation will be allowed, therefore.

New curb and gutter shall be constructed to provide a proper flow line as indicated on the plans. Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection 303.5.7 of the SSPWC.

Drive approach shall be constructed per Riverside County Standard No. 207. Match existing curb grades.

Payment for all of the preceding listed items shall be per the contract unit price bid for each item and shall include all labor, tools, equipment, time, materials and incidental required including, but not limited to, excavation, subgrade preparation, forms, backfilling behind gutter, restoring form areas, and for doing all work involved in construction of this item as directed by the Director of Public Works and no other compensation will be allowed, therefore.

**APPENDIX A
PLAN**



VICINITY MAP
 NET TO SCALE
 CALIMESA PUBLIC LIBRARY
 CITY CENTER DR,
 CALIMESA, CA 92520

CONSTRUCTION NOTES:

Item	Description	Quantity/Unit of Measure
1	CONSTRUCT 8" CURB AND GUTTER PER SDPWS STANDARD PLAN 1201-03, TYPE A2-B	84 LF
2	CONSTRUCT 4" PCC SIDEWALK	375 SF
3	CONSTRUCT 40# H&V AND CHALKING STD.	1 EA
4	REMOVE, REMOVE AND DISPOSE OF EXISTING BREWER CONCRETE AND CURB & GUTTER	182 SF, 84 LF
5	REMOVE AND RELOCATE EXISTING STREET NAME SIGN, STOP SIGN AND POST AS SHOWN ON PLAN	1 EACH
6	CONSTRUCT 8" PCC DRIVE APPROACH ON COMPACTED SUBGRADE MATCH EXISTING DRIVE	312 SF

Underground Service Alert
 Call: TOLL FREE
 1-800-
 227-2800
 TWO WORKING DAYS BEFORE (W) OR (O)



CITY OF CALIMESA
 806 PARK AVENUE
 CALIMESA, CA 92520
 (909) 795-9801
 WEB SITE: www.cityofcalimesa.net

NO.	DESCRIPTION	DATE	BY

BENCHMARK:	
ELEVATION:	

CITY OF CALIMESA PUBLIC WORKS DEPARTMENT	
APPROVED BY:	<i>[Signature]</i> 2/12/26
MAP SHEET:	DR. PUBLIC WORKS DATE

DESIGNED BY:	MM	1/2025
DRAWN BY:	MM	1/2025

CITY OF CALIMESA ADA IMPROVEMENT PLANS CALIMESA LIBRARY, PHASE II PLAN SHEET		
PROJECT NUMBER: 2024-08	SCALE: 1"=10'	SHEET 1 OF 1

APPENDIX B
SPECIAL FEDERAL REQUIREMENTS

County of Riverside
Housing & Workforce Solutions (HWS)

SPECIAL FEDERAL PROVISIONS

CONSTRUCTION BID DOCUMENT

Projects Less Than \$200,000

Community Development Block Grant

Construction Activities

SPECIAL FEDERAL PROVISIONS

DOCUMENT INDEX

General Information

1. General Summary
 2. Hold Harmless Clause and Additional Insured-Insurance Requirements
 3. B-1 Federal Labor Standards Provisions (HUD 4010)
 4. B-2 Federal Prevailing Wage Decision (CA _____ Mod. _____)
 5. B-3 Project Sign (SAMPLE)
 6. Additional Federal Requirements
-

Bid Forms

7. B-4 Certification of Bidder Regarding Non-Segregated Facilities (Required for all Projects)
 8. B-7 Bidder's Certification on Federal Contract Requirements (Required for all Projects)
 9. B-8 Questionnaire Regarding Bidders (Required for all Projects)
 10. B-9 List of Subcontractors and Suppliers (Required for all Projects)
-

Post-Award Forms

11. PA-1 Performance Bond (100% of contract price) (Required for Projects \$100,000 or more)
12. PA-2 Payment Bond (Required for Projects \$100,000 or more)
13. PA-3 Subcontractor Questionnaire (Required for all Projects)
14. PA-4 Subcontractor Certification Regarding Non-segregated Facilities (Required for all Projects)
15. PA-6 Davis-Bacon Classifications and Pay Rates (Required for all Projects)

GENERAL SUMMARY

The following Federal Provisions and the attached exhibits herewith become binding on the contractor(s) and incorporated in the Bid Document in their entirety.

1. The Contractor and the Subcontractor(s) shall perform all work in accordance with the project plans and specifications, including all stipulations designed to meet diversified Federal Environmental Architectural, the Architectural Barriers Act of 1968, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.
2. The Contractor and the Subcontractor(s) shall allow all authorized Federal, State Comptroller, and/or County officials access to the work area, fiscal, payroll, materials and other relevant contract records which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All relevant records must be retained for at least four years.
3. The Contractor and the Subcontractor(s) shall comply with the Lead Based Paint Poisoning Prevention Act and the Implementation Regulations (24 CFR 35) issued pursuant thereto and any amendments thereof.
4. The Contractor and the Subcontractor(s) shall comply with Section 503 of the Rehabilitation Act of 1973 (P.L. 93-112) and the Implementation Regulations (41 CFR 60-741) issued pursuant thereto and any amendments thereof.
5. The Contractor and the Subcontractor(s) shall comply with Section 40-2, Vietnam Era Veterans Adjustment Assistance Act of 1974 and the Implementation Regulations (41 CFR 60-250) issued pursuant thereto and any amendment thereof.
6. The Contractor and the Subcontractor(s) shall comply with the Title IV of the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1963 and any amendment thereof.
7. For projects \$100,000 or over, the Contractor and the Subcontractor(s) shall comply with Clean Air Act of 1963 (P.L. 90-148) and the Federal Water Pollution Act (P.L. 92-500), as amended and all applicable standards or regulations (40 CFR Part 15 and 61) issued pursuant to the said acts.
8. For projects \$2,000 or over, the Contractor and the Subcontractor(s) shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276 a-5), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5) and any amendments thereof. Pursuant to the said regulations, **Exhibit B-1 and B-2** entitled "Federal Labor Standards Provisions" and "Federal Prevailing Wage Decision" respectively are herewith attached.
9. The Contractor and Subcontractor(s) shall comply with the Copeland Anti Kickback Act (40 USC 276 C) and the Implementation regulations (29 CFR 3) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.

10. For construction projects \$2,000 or over, or other projects \$2,500 or more which utilize mechanics or laborers the Contractor and the Subcontractor(s) shall comply with the Contract Work Hours and Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.
11. For projects \$25,000 or over the Contractor shall provide one sign board to be located as directed by the owner. The sign board shall be mounted in an acceptable manner and constructed as shown and specified in **Exhibit B-3**. Additional information can be added to the project sign at the request of the project sponsor.
12. The Contractor shall comply with all laws, ordinances, and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the owner and the Executive Director of Riverside County's Department of Housing & Workforce Solutions and shall not proceed with the work in question, except at his own risk, until the owner and the said Director has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.
13. The Contractor must complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4** and submit with the bid.
14. Wherever applicable, the Contractor and the Subcontractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.
15. For projects \$100,000 or over the Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2**.)
16. The Contractor and the Subcontractor(s) shall comply with Section 3 of The Housing and Community Development Act of 1968 and the regulations (24 CFR Part 75) issued pursuant thereto and amendments thereof. Pursuant to the said act, the Contractor and the Subcontractor(s) shall comply with the attached County of Riverside Section 3 Implementation Plan **Exhibits B-5, B-6, and PA-6**. The Contractor and Sub-contractor(s) must submit **Exhibit B-6**, for all projects over \$200,000, as part of the bid package.
17. The Contractor and Sub-contractor(s) must submit the attached, **Exhibit B-8**, certification that "he/she fully understands the diversified Federal requirements imposed on the Contractor(s) and Sub-contractor(s) of HUD funded construction projects", as part of the bid package.

18. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with Section 109 of The Housing and Community Development Act of 1974 and the Implementation Regulations (24 CFR 570.601) issued pursuant thereto and any amendments thereof.
19. For projects \$100,000 or over the Contractor shall submit a Bid Guarantee Bond in an amount no less than 5% of the total contract price, along with the bid.
20. The Contractor and Sub-contractor(s) shall comply with the Section 3 Reporting Requirements by completing the attachment **Exhibit B-7** entitled, "Certification for Section 3 Compliance," and submit with bid for all projects \$200,000 and over.
21. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
22. The Contractor must submit Questionnaire Regarding Bidders **Exhibit B-9** and List of Sub-contractors **Exhibit B-10** as part of the bid package. These forms are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.
23. The Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068,8087, Mar. 11, 1988, as amended at 60 FR 19639,19642, April 19, 1995]
24. Contractor must comply with awarding agency (HUD) requirements and regulations pertaining to copyrights and rights in data.
25. Contractor will comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
26. Contractor will comply with notice of awarding agency requirements and regulations pertaining to reporting.

HOLD HARMLESS CLAUSE/INSURANCE REQUIREMENTS

The following County of Riverside Hold Harmless and Insurance provisions herewith become binding on the contractor(s) in their entirety.

HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

(ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS) Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions- All Lines:

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and

all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this agreement may be met with a program(s) of self-insurance acceptable to the County

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification

and wage rate and fringe benefits is appropriate 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 used 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.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.
- iv. Fringe benefits not expressed as an hourly rate**
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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. Unfunded plans**
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, in accordance with the criteria set forth in 29 CFR 5.28, 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.
- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working 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; and
 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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- D. Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- E. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- F. Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- G. Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv. Required disclosures and access**
- A. Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into

consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction

on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii. Equal employment opportunity The use of apprentices and journey workers under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
 - i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
11. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld

in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its re-procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies

are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL PREVAILING WAGE DECISION

"General Decision Number: CA20260025 01/23/2026

Superseded General Decision Number: CA20250025

State: California

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

County: Riverside 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

Modification Number	Publication Date
0	01/02/2026
1	01/16/2026
2	01/23/2026

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting,		

stripping, removal,
 scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)....\$ 23.52 13.37

 BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

 * BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*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 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

 BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

 CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 52.24	26.18
(2) Millwright.....	\$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock		

Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler.....	\$ 52.37	26.18
(5) Sawfiler.....	\$ 52.34	26.18
(6) Scaffold Builder.....	\$ 45.37	25.43
(7) Table Power Saw Operator.....	\$ 52.34	26.18

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.

CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet.....	\$ 901.92	26.18
(2) Standby.....	\$ 450.96	26.18
(3) Tender.....	\$ 442.96	26.18
(4) Assistant Tender.....	\$ 418.96	26.18

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2025

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 52.24	26.18
STOCKER/SCRAPPER.....	\$ 21.45	11.27

CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer.....	\$ 25.00	13.06

ELEC0440-001 12/29/2025

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 57.26	3%+31.11
INTELLIGENT TRANSPORTATION SYSTEMS		

Electrician.....	\$ 36.99	3%+23.18
Technician.....	\$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
 Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

 ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

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

 ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b

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

ENGI0012-004 08/01/2025

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 67.90	40.95
(2) Dredge dozer.....	\$ 61.93	40.95
(3) Deckmate.....	\$ 61.82	40.95
(4) Winch operator (stern winch on dredge).....	\$ 61.27	40.95
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 60.73	40.95
(6) Barge Mate.....	\$ 61.34	40.95

* ENGI0012-024 07/01/2025

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 63.40	33.20
GROUP 2.....	\$ 64.18	33.20
GROUP 3.....	\$ 64.67	33.20
GROUP 4.....	\$ 65.96	33.20
GROUP 6.....	\$ 66.18	33.20
GROUP 8.....	\$ 66.29	33.20
GROUP 10.....	\$ 66.41	33.20
GROUP 12.....	\$ 66.58	33.20
GROUP 13.....	\$ 66.68	33.20
GROUP 14.....	\$ 66.71	33.20
GROUP 15.....	\$ 66.79	33.20
GROUP 16.....	\$ 66.91	33.20
GROUP 17.....	\$ 67.08	33.20
GROUP 18.....	\$ 67.18	33.20
GROUP 19.....	\$ 67.29	33.20
GROUP 20.....	\$ 67.41	33.20
GROUP 21.....	\$ 67.58	33.20
GROUP 22.....	\$ 67.68	33.20
GROUP 23.....	\$ 67.79	33.20
GROUP 24.....	\$ 67.91	33.20
GROUP 25.....	\$ 68.08	33.20

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 64.75	33.20
GROUP 2.....	\$ 65.53	33.20
GROUP 3.....	\$ 65.82	33.20
GROUP 4.....	\$ 65.96	33.20
GROUP 5.....	\$ 66.18	33.20
GROUP 6.....	\$ 66.29	33.20
GROUP 7.....	\$ 66.41	33.20
GROUP 8.....	\$ 66.58	33.20

GROUP 9.....	\$ 66.75	33.20
GROUP 10.....	\$ 67.75	33.20
GROUP 11.....	\$ 68.75	33.20
GROUP 12.....	\$ 69.75	33.20
GROUP 13.....	\$ 70.75	33.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 65.25	33.20
GROUP 2.....	\$ 66.03	33.20
GROUP 3.....	\$ 66.32	33.20
GROUP 4.....	\$ 66.46	33.20
GROUP 5.....	\$ 66.68	33.20
GROUP 6.....	\$ 66.79	33.20
GROUP 7.....	\$ 66.91	33.20

PREMIUM PAY:

\$10.00 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);Coil Tubing Rig 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); Direct Push Operator (Geoprobe or similar types) 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 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 types; Cable Bundling Machine Operator

(excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) 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 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 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);
Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING 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.);

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) ; Tower crane operator and tower gantry

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, 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, SBM 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

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 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, Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center, Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

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 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or

shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

 LABO1184-002 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 53.60	25.74
GROUP 2.....	\$ 53.92	25.74
GROUP 3.....	\$ 54.38	25.74
GROUP 4.....	\$ 55.07	25.74
LABORER		
GROUP 1.....	\$ 46.48	25.95
GROUP 2.....	\$ 47.03	25.95
GROUP 3.....	\$ 47.58	25.95
GROUP 4.....	\$ 49.13	25.95
GROUP 5.....	\$ 49.48	25.95

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

LAB01184-004 11/01/2025

	Rates	Fringes
Brick Tender.....	\$ 42.60	22.13

LAB01414-001 08/06/2025

	Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....	\$ 46.17	25.97
PLASTER TENDER.....	\$ 48.72	25.97

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

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

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 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER.....	\$ 53.05	30.64

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

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 47.70	27.07

PLUM0016-001 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.29	24.16
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.....	\$ 61.73	26.81

 PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.75	26.20
Sewer & Storm Drain Work....	\$ 48.84	23.58

 ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER.....	\$ 52.63	20.73

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.

 SFCA0669-002 01/01/2026

	Rates	Fringes
SPRINKLER FITTER.....	\$ 50.79	29.80

 SHEE0105-003 01/01/2025

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.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

TEAM0011-002 07/01/2025		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69
GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====
END OF GENERAL DECISION"

PROJECT SIGN
(For Community Development Block Grant Funded Projects)
Required for all Projects \$25,000 or over
(4' X 8')
[Contact HWS for City CDBG Funded Project]

**COUNTY OF RIVERSIDE
DEPARTMENT OF HOUSING & WORKFORCE SOLUTIONS**

SUPERVISOR YXSTIAN GUTIERREZ

5TH DISTRICT



CDBG Project #5.CM.05-24
CALIMESA LIBRARY ADA IMPROVEMENT PROJECT, PHASE II
\$46,000.00

City of CALIMESA

Linda Molina, Mayor

Will Kolbow, City Manager



**(NAME)
CONTRACTOR**

**CALIMESA PUBLIC WORKS DEPT
ENGINEER/ARCHITECT**

**FUNDED BY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER
EXECUTIVE ORDER 11246 AND SECTION 3 OF HOUSING AND URBAN
DEVELOPMENT ACT OF 1968, AS AMENDED**

Additional Federal Requirements

Whereas the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, general identity or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex sexual orientation, general identity or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, sexual orientation, general identity or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.A. Section 3145)**: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. **Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148)**: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. A. Section 3141-3148) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C.A.. 32701 through 3708)**: Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 32701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that

the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).

7. **Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:**— Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C.A. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. **Byrd Anti-Lobbying Amendment (31 U.S.C.A. 1352)**— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension (Executive Orders (E.O. s) 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**— The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 2425.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The

Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).

14. **Procurement of Recovered Materials (2 CFR 200.322.)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Build America, Buy America (BABA) Act:** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, If applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

16. **Violence Against Women Act (VAWA):** VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ("domestic violence"). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.

**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

Project Name: _____

Name of Bidder: _____

The above-named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature: _____

Name (Print): _____

Title: _____

Date: _____

BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS

Project Name: _____ Bid/Solicitation #: _____

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract-related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

- 1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*); and
- 2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development’s Federal Labor Standards Provisions (HUD 4010 – revised 10/2023); and
- 3. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
- 4. If my bid is \$200,000 or more, this project and all related contracts will be subject to Section 3 requirements (12 U.S.C.1701u); and
- 5. If the project is \$250,000 or more, this project and all related contracts will be subject to comply with the requirements of the Build America, Buy America (BABA) Act (41 USC 8301).

CONTRACTOR’S NAME: _____

CONTRACTOR’S LICENSE NO.: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____ (Print Name)

SIGNATURE: _____

DATE: _____

QUESTIONNAIRE REGARDING BIDDERS

Bidder has been engaged in the contracting business under the present name of

_____, since _____ (Date).

Present business address is: _____

Federal Tax ID: _____ **Amount of Bid \$** _____

California Contractor's License No.: _____ **Expiration Date:** _____

UEI Number: _____ or **CAGE Code:** _____

Because this project is Federally funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check the applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. Please check the applicable box concerning the ownership of your business:

- Section 3 Business concern Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This form is to be completed and submitted with the bid package.

POST CONTRACT AWARD FORMS

PERFORMANCE BOND

Recitals: 1. _____
(Contractor)

has entered into an Agreement dated _____ with _____
_____ for construction of public work known as

(Project)

2. _____, a

_____ corporation (Surety), is the Surety under this Bond

Agreement:

We, Contractor, as Principal, and Surety, jointly and severally agree, state, and are bound unto Owner, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the project of \$ _____ and insures to the benefit of Owner.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of Owner resulting from failure of Contractor to so act. All of said Contract documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received. Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Document or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____
Date

By _____ By _____

By _____ Type Name _____
Its Attorney in Fact "Surety"

Title _____
Contractor

Note: This Bond must be executed by both parties with corporate seal affected. All signatures must be acknowledged. (Attach acknowledgments)

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are _____ as

Principal and Original Contractor and _____, a

corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in

conjunction with that certain public works contract dated _____

between Principal and _____ a

public entity, as Owner; for the BOND is one hundred percent (100%) of said sum. Said contract is

for public work generally consisting of _____

The beneficiaries of this Bond are as stated in 3248 of Civil Code and the requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, prepayment under said contract

Dated _____
Original Contractor - Principal

_____ By _____
Surety

By _____ Title _____
(If corporation - affix seal)

(Corporate Seal)

STATE OF CALIFORNIA

COUNTY OF _____) SS SURETY'S ACKNOWLEDGMENT

On _____ before me personally appeared _____

known to me to be the person whose name is subscribed to the within the instrument as attorney in

fact of _____, a corporation, and acknowledged that

he subscribed the name of said corporation thereto, and his own name is its attorney in fact.

Notary Public (Seal)

Riverside County Counsel

Approved Form 1-9-74

<h2 style="margin: 0;">SUBCONTRACTOR QUESTIONNAIRE</h2>

Subcontractor has been engaged in the contracting business under the present name of:

_____, since _____ (Date).

Present business address is: _____

Federal Tax ID: _____ **Amount of Subcontract \$** _____

State of California Contractor's License No.: _____

Expiration Date: _____

Because this project is Federally funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check the applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more woman-owned. Please check the applicable box concerning the ownership of your business:

- Woman/Female owned Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. Please check the applicable box concerning the ownership of your business:

- Section 3 Business concern Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

DEPARTMENT OF HOUSING & WORKFORCE SOLUTIONS

**CDBG / ESG / HOME PROGRAMS
Contractor / Sub-Contractor Questionnaire**

Note: The information requested is used to compile data required by HUD for Federally funded projects. The information is used by HUD to monitor and evaluate Minority Business Enterprise activities against the total program activity and the designated minority business enterprise (MBE) goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

Amount of Contract or Subcontract	Contractor or Subcontractor Business Racial / Ethnic (see below)	Type of Business 1-9	Woman Owned Business (Y or N)	Prime Contractor Identification (ID) Number	Subcontractor Identification (ID) Number	Sec. 3 (Y or N)	Contact Person	Contractor / Subcontractor Name and Address		
								Name State	Street	City

Racial / Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian / Pacific Americans
- 6 = Hasidic Jews

Type of Business / Trade Codes

- 1 = New Construction
- 2 = Substantial Rehab
- 3 = Repair
- 4 = Repair
- 5 = Project Management
- 6 = Professional
- 7 = Tenant Services
- 8 = Education Training
- 9 = Arch / Eng Appraisal
- 0 = Other

Section 3: Yes / No

A Section 3 Contractor or subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low-income residents.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

**CERTIFICATION OF SUBCONTRACTOR
REGARDING NONSEGREGATED FACILITIES**

Project Name: _____

Name of Subcontractor: _____

Name of General Contractor: _____

The above-named Subcontractor hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants, and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

Signature: _____

Name (Print): _____

Title: _____

Date: _____

**CDBG PROJECT LABOR CLASSIFICATION
AND WAGE RATE**

PROJECT NAME:			PROJECT NUMBER:			
COMPANY NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY RATE	LABORER FRINGE BENEFITS:		\$
BRICKLAYER			\$	GROUP #	BHR	TOTAL WAGE
CARPENTERS			\$			\$
CEMENT MASONS			\$			\$
DRYWALL HANGERS			\$			\$
ELECTRICIANS			\$			\$
IRONWORKERS			\$			\$
PAINTERS			\$	OPERATORS FRINGE BENEFITS:		\$
PLUMBERS			\$	GROUP #	BHR	TOTAL WAGE
ROOFERS			\$			\$
SHEET METAL WORKERS			\$			\$
SOFT FLOOR LAYERS			\$			\$
TILE LAYERS			\$			\$
LANDSCAPE/ IRRIGATION FITTERS			\$	TRUCK DRIVER FRINGE BENEFITS		\$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
						\$
						\$
						\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A) (Must be approved by HUD and DOL)						
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL	

ENGINEER'S ESTIMATE

CALIMESA LIBRARY PHASE II					
Owner: City of CALIMESA					
Bid Schedule					
<i>Item #</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Unit of Measure</i>	<i>Unit Price</i>	<i>Item Total</i>
1	CONSTRUCT 6" CURB ONLY PER SPPWC STANDARD PLAN 120-2 TYPE A1-6	64	LF	\$100.00	\$6,400.00
2	CONSTRUCT 4" PCC SIDEWALK	375	SF	\$20.00	\$7,500.00
3	CONSTRUCT ADA RAMP	1	EA	\$3,750.00	\$3,750.00
4	SAWCUT , REMOVE, AND DISPOSE OF EXISTING CONCRETE	192	SF	\$10.00	\$1,920.00
5	SAWCUT , REMOVE, AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	64	LF	\$30.00	\$1,920.00
6	CONSTRUCT 6" CONCRETE DRIVE APPROACH ON COMPACTED SUBBASE	313	SF	\$100.00	\$31,300.00
7	REMOVE AND RELOCATE EXISTING STREET NAME, STOP SIGN AND POST	1	EA	\$300.00	\$300.00
	CONSTRUCTION TOTAL				\$52,790.00
	Plans, Specs, Estimate, Staff time, bidding, construction management				\$15,000.00
	Inspection				\$7,000.00
TOTAL					\$74,790.00
	CDBG FUNDING				-\$26,644.00
	CITY PUBLIC WORKS AND ADA FUNDING				\$48,146.00