

CITY OF RIALTO, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND  
**SPECIAL PROVISIONS**

FOR CONSTRUCTION OF THE:  
**BUD BENDER SIDELINE FENCING VERTICAL EXTENSION  
AND SAFETY NETTING IMPROVEMENTS PROJECT  
CITY PROJECT NO. CB1902  
REQUEST FOR BID NO. 19-134**

IN THE CITY OF RIALTO  
June 2019



Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer

Bids Open: July 29, 2019  
Dated: June, 2019

## **CITY PROJECT NO. CB1902**

The Special Provisions contained herein have been prepared by, or under the direct supervision of, the following Registered Civil Engineer, and are approved by:

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Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer  
Civil Engineer C 54931

# **NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND**

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**CITY OF RIALTO**

**PUBLIC WORKS DEPARTMENT**

**PART I - BIDDING AND CONTRACTUAL  
DOCUMENTS AND FORMS  
BUD BENDER SIDELINE FENCING VERTICAL EXTENSION  
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**CITY OF RIALTO**  
**NOTICE INVITING BIDS**  
**BUD BENDER SIDELINE FENCING VERTICAL EXTENSION**  
**AND SAFETY NETTING IMPROVEMENTS PROJECT**  
**CITY PROJECT NO. CB1902**  
**REQUEST FOR BID NO. 19-134**

**N-1 NOTICE IS HEREBY GIVEN** that sealed bids for the Bud bender Sideline Fencing Vertical Extension and Safety Netting Improvements Project, City Project No. CB1902 will be received by the City Clerk of the City of Rialto, California, until **3:00 P.M. on July 29, 2019**, at which time they will be opened and read aloud. The Engineer's estimate is \$94,000.

**N-2 DESCRIPTION OF THE WORK:** The Work comprises of the construction, placement and installation of fencing extension and safety netting for Bud Bender Park Ball Field 1 at 235 N Lilac Avenue. The work generally includes: extending sideline & outfield fence posts, constructing steel netting frame, constructing safety netting and all park improvements as shown on the construction plans.

The work shall be diligently prosecuted to completion before the expiration of: **30 working days**.

**N-3 AWARD OF CONTRACT:**

(a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. If there are multiple and/or alternative Bid Schedules, Bidders are required to bid on all Bid Schedules.

(b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

**N-4 BID SECURITY:** each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the total bid price payable to the City of Rialto.

**N-5 BIDS TO REMAIN OPEN:** The Bidder shall guarantee the Total Bid Price for a period of 90 calendar days from the date of bid opening.

**N-6 CONTRACTOR'S LICENSE CLASSIFICATION:** The Contractor shall possess a valid Class **A** Contractor license at the time of submitting bids.

**N-7 Prevailing Wage Statement:** This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

**N-8 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.

**N-9 Minority and Women Owned Business:** Bidders will be required to document their status as a Minority Business Enterprise (MBE), a Women-owned Business Enterprise (MBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the contract bid.

**N-10 Conflict of Interest:** In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA - 24 CFR 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, would be involved.

**N-11 RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

**N-12 MANDATORY PRE-BID MEETING:** Bidders shall attend a **mandatory pre-bid meeting** to acquaint Bidders with the contract requirements and site conditions that may affect the work. The mandatory pre-bid meeting will be held on **Monday, July 15, 2019 at 10:30 A.M.** at Bud Bender Park Ball Field number 1 located at 235 N. Lilac Avenue. ***The City will only consider Bids submitted by those Bidders who attend the Mandatory Pre-Bid Meeting. All other bids will be considered non-responsive and subject to rejection.***

**N-13 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:**

(a) Contract Documents may be inspected without charge at the City of Rialto Public Works Department, 335 W. Rialto Ave., Rialto, CA 92376.

- (b) A digital copy of said Contract Documents (saved in PDF format) are available free of charge by clicking the Bid Opportunities portal at the following **PlanetBids.com website**:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=28159>

- (c) Obtaining Bid Documents and registration as a Bidder: If you are interested in submitting a bid, Bidders shall register directly at the Planetbids.com website. **Bidders must be registered with the Planetbids.com website to submit a Bid**; failure to register shall be cause to find a Bid non-responsive.
- (d) Bidders shall obtain any Bid Documents from the City of Rialto via the Planetbids.com website. **The Bid Forms in the Bid Documents shall be used to submit a bid.**
- (e) All questions about the meaning or intent of the Bid Documents are to be directed to the City Engineer. Questions shall be submitted electronically via the **Q&A tab** of the Project found at the **Planetbids.com website** under the Bid Opportunities portal. Questions must be submitted electronically at least 5 working days prior to bid opening. Questions submitted within 3 working days of bid opening may not be accepted.

**N-14 ADDRESS AND MARKING OF BIDS:** The envelope enclosing the Bid shall be sealed and addressed to the City of Rialto, and shall be delivered or mailed to the **City Clerk, City of Rialto, 290 W. Rialto Ave., Rialto, CA 92376**. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For.." followed by the title of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

By \_\_\_\_\_ Date \_\_\_\_\_  
Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer  
City of Rialto



## **CITY OF RIALTO INSTRUCTIONS TO BIDDERS**

**1. DEFINED TERMS** - Terms used in these Instructions to Bidders and the Notice Inviting Bids and not defined herein shall have the meanings assigned to them in the General and Special Provisions. The term "Bidder" shall mean one who submits a Bid directly to the City, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Engineer" shall be as defined in the Special Provisions.

**2. COMPETENCY OF BIDDERS** - In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing of the Bidder, but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Bidder's General Information," included in these Special Provisions. Except as otherwise provided under Public Contract Code §20103.5, no Bid for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State of California for the classifications named in the Notice Inviting Bids at the time of award.

**3. DISQUALIFICATION OF BIDDERS** - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

**4. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE –**

a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Engineer of all conflicts, errors, or discrepancies noted in the Contract Documents.

(b) Reference is made to the Special Provisions for identification of those reports of explorations and tests of subsurface conditions at the site which may have been utilized by the Engineer in the preparation of the Contract Documents. However, such reports are NOT a part of the Contract Documents. The interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

(c) Copies of such reports and drawings will be made available for inspection by the City to any Bidder upon request. Those reports and drawings are NOT part of the Contract Documents, but any technical data contained therein upon which the Bidder is entitled to rely is limited to that set forth in the Special Provisions.

(d) Subject to the provisions of Section 4215 of the California Government Code, information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Special Provisions.

(e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.

(f) Before submitting a Bid, each Bidder must, at Bidder's own expense, make or obtain any additional examinations and investigations which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

(g) Where feasible, upon request in advance, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall repair damage, clean up, and restore the site to its former condition upon completion of such exploration.

(h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures will be obtained and paid for by the City unless otherwise provided in the Contract Documents.

(i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article; that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

**5. INTERPRETATIONS** - All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Engineer or the City as having received the Contract Documents. Questions received less than 3 working days prior to the date of opening Bids may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**6. BID SECURITY, BONDS, AND INSURANCE** - Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the City and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. Each of said bonds and insurance certificates shall be in the amounts stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form included within these Special Provisions, or one conforming substantially to it in form.

**7. RETURN OF BID SECURITY** - Within 14 days after award of the Contract, the City will return all bid securities accompanying such of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany.

**8. BID FORM** - The Bid shall be made on the Bid Schedule sheets included with the Bid Documents. Unless otherwise provided in the Notice Inviting Bids, in the event there is more than one Bid Schedule, the Bidder shall Bid on all individual Bid Schedules. All bid items shall be properly filled out. Where so indicated in the Bid Documents, Bid price shall be shown in words and figures, and in the event of any conflict between the words and figures, the words shall govern. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words **"DO NOT OPEN IN REGULAR MAIL—THIS IS A SEALED BID FOR,"** followed by the title of the Contract Documents for the Work, the name of the **"CITY OF RIALTO,"** the address where the bids are to be delivered or mailed to, and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

**9. SUBMITTAL OF BIDS** - The Bids shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, no matter what the reason.

**10. DISCREPANCIES IN BIDS** - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the schedule, and failure to do so will render the Bid as non-responsive and may cause its rejection. In the event that there are unit price Bid Items in a Bid Schedule and the "amount" indicated for a unit price Bid Item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by such correction, subject to the provisions of Section 5100 et seq. of the California Public Contract Code. In the event that there is more than one Bid Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of prices Bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction, subject to the provisions of Section 5100 et seq. of the California Public Contract Code.

**11. QUANTITIES OF WORK –**

(a) The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

(b) In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit prices established for such work under the Contract Documents; provided, that on unit price contracts, increases of more than 25 percent, decreases of more than 25 percent, and eliminated items shall be adjusted as provided in Section 3 of the Standard Specifications and Special Provisions.

**12. WITHDRAWAL OF BID** - The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.

**13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS** - Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineation, alterations, or erasures. Alternative Bids will not be considered unless expressly called for in the Notice Inviting Bids. Oral, FAX, telegraphic, or telephone Bids or modifications will not be considered.

**14. LIQUIDATED DAMAGES** - Provisions for liquidated damages, if any, shall be as set forth in the Agreement and the provisions of the Special Provisions.

**15. SUBSTITUTE OR "OR-EQUAL" ITEMS** - The procedure for submittal of any application for a substitute or "or-equal" item by the Contractor and consideration by the Engineer is set forth in Section 4 of the Standard Specifications and Special Provisions.

**16. AWARD OF CONTRACT** - Award of Contract, if it is awarded, will be based primarily on the lowest overall cost to the City, and will be made to a responsive, responsible Bidder who's Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders. Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the City may award schedules individually or in combination. In the case of 2 or more Bid Schedules which are alternative to each other, only one of such alternative schedules may be awarded.

**17. EXECUTION OF AGREEMENT** - The Bidder to whom award is made shall execute a written Agreement with the City on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents **within 7 calendar days after receipt of the Agreement forms from the City.** Failure or refusal to enter into an Agreement as herein provided or to conform to

any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible bidder refuses or fails to execute the Agreement, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the City may award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such bidder's Bid Securities shall be likewise forfeited to the City.

**18. WORKER'S COMPENSATION REQUIREMENT** - The Bidder should be aware that in accordance with laws of the State of California, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.

**19. GUARANTEE**

The Contractor shall guarantee the Work against defective material or workmanship for a period of one (1) year from the date of completion of the contract. Damages due to acts of God or from sabotage and/or vandalism are specifically exempted from the guarantee.

When defective material and/or workmanship are discovered which require repairs to be made under this guarantee, all such work shall be done by the Contractor at his own expense within five (5) days after written notice of such defects has been given to him by the City. Should the Contractor fail to repair such defective material or workmanship within five (5) days thereafter, the City of Rialto may cause the necessary repairs to be made and charge the Contractor with the actual cost of all labor and material required. Any repair work performed as herein specified shall be done under the provisions of the original contract specifications.

The Contractor shall arrange to have his faithful performance bond guaranteed for twenty-five percent (25%) of the total bid price to be held for a period of one (1) year after the date of completion of the contract and acceptance by the City Council to cover his guarantee as set forth herein.

**20. DIVERSITY BUSINESS STATEMENT**

The City of Rialto encourages the maximum participation on this contract by small businesses, Veteran-Owned Small Businesses (VOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSBC), HUB Zone Small Businesses, Small Disadvantaged Businesses (SDB/DBE), and Women-Owned Small Businesses (WOSB). It is the policy of the City of Rialto, to conduct business with these businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of State statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto. The Contractor shall, to the greatest extent possible, solicit work from subcontractors and purchase materials from vendors for the Work of this contract to further the City's policy of ensuring maximum participation from diverse businesses identified herein.

- END OF INSTRUCTIONS TO BIDDERS -

# **BID DOCUMENTS**

Only the following listed documents, identified in the lower right corner as "Bid Forms" shall be fully executed and submitted with the Bid at the time of opening of Bids.

**Bid (Proposal)**

**Bid Schedules**

**List of Subcontractors**

**Non-collusion Affidavit**

**Non-Discrimination Certification**

**Bid Bond (Bid Security Form)**

**Bidder's General Information**

**Disclosures required by Persons or Entities Contracting with the City  
of Rialto**

**Worker's Compensation Certification**

**List of Proposed Subcontractors or Sub-Tier Contractors**

**Certification of Understanding and Authorization**

**Non-Segregated Facilities Certification**

**Past Performance Certification**

**Notice of Equal Employment Opportunity**

**Failure of a Bidder to fully execute and submit all of the listed documents with the Bid will render a Bid as non-responsive and subject to rejection.**

## BID PROPOSAL

**BID TO: CITY OF RIALTO, CALIFORNIA**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled:

### **BUD BENDER SIDELINE FENCING VERTICAL EXTENSION AND SAFETY NETTING IMPROVEMENTS PROJECT CITY PROJECT NO. CB1902**

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and all Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following Addenda (receipt of which is hereby acknowledged):

Number _____	Date _____
Number _____	Date _____
Number _____	Date _____
Number _____	Date _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

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

I am aware of the provisions of Section 3700 of the 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, before commencing the performance of the Work of this Contract.



To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bidding Schedule(s).

**SPECIAL ACKNOWLEDGEMENT:** The Lump Sum Prices identified in the Bid Schedule(s) identify and commit the Bidder to a "Firm Fixed Price" cost, and all other incidental or additional costs required to complete the work as identified in the technical specification requirements. The Lump Sum Prices are inclusive of all other costs, including all materials, supplies, labor, vehicles, equipment and ancillary costs required to complete the work.

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

**BID SCHEDULE**

Schedule of Prices for the Construction of the:

**BUD BENDER SIDELINE FENCING VERTICAL EXTENSION  
AND SAFETY NETTING IMPROVEMENTS PROJECT  
CITY PROJECT NO. CB1902**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	<b>Mobilization</b> Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	1	LS		
2	<b>Temporary Fencing</b>	1	LS		
3	<b>Dust/Drainage/Erosion Control Measures</b> Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	1	LS		
<b>Demolition</b> (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals)					
4	<b>Existing Tree, Irrigation, Rootbarrier &amp; D.G.</b>	1	LS		
5	<b>Saw Cut &amp; Remove Concrete</b>	1,140	SF		
6	<b>Sawcut &amp; Remove Concrete V-Gutter</b>	24	SF		
7	<b>Fence Post Removal</b>	16	EA		
8	<b>Chainlink Fence Fabric Removal &amp; Protection</b>	160	LF		
9	<b>Protect in Place – Misc. Items</b>	1	LS		
<b>Construction Items</b> (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.)					
10	<b>Steel Netting Frame</b>	1	LS		
11	<b>Cable Strung Mesh Safety Netting</b>	3300	SF		
12	<b>Safety Netting to Restroom</b>	815	SF		
13	<b>Extend Existing Fence Post</b>	23	EA		

**BID SCHEDULE (Continued)**  
Schedule of Prices for the Construction of the:

**BUD BENDER SIDELINE FENCING VERTICAL EXTENSION  
AND SAFETY NETTING IMPROVEMENTS PROJECT  
CITY PROJECT NO. CB1902**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
<b>Construction Items (Cont.)</b> (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.)					
14	<b>New 20' Tall Fence Post</b>	16	EA		
15	<b>Rehang Existing Chain Link Fabric</b>	160	LF		
16	<b>Concrete Paving</b>	1,170	SF		
17	<b>Concrete V-Ditch</b>	24	SF		
18	<b>Mowstrip – 12"x6"</b>	71	LF		
19	<b>Project Finalization – As Built:</b> Providing project close out tasks including providing all turn-over items, such as Project Certifications, Warranties, etc. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals	1	LS		
<b>TOTAL OF ALL ITEMS OF THE BID SCHEDULE:</b>					
\$ _____ (Price in figures)					
_____ (Price in words)					

**QUANTITIES OF WORK:**

The quantities of work or material stated in the unit price items of the Bid Schedule are supplied only to give an indication of the general scope of the Work. The City does not expressly nor by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule for the deleted item of Work.

\_\_\_\_\_  
Name of Bidder or Firm

**INFORMATION REQUIRED OF BIDDER  
LIST OF SUBCONTRACTORS**

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name, business address, California contractor license number, and public works contractor registration number (DIR number) of each subcontractor who will perform Work under this Bid in an amount in excess of one-half of one percent of the prime contractor's total bid Price, or \$10,000.00, whichever is greater, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection. Use additional pages if necessary.

**Special Note:** The Prime Contractor shall perform not less than 50% of the Work identified in this Bid. In the event a Bidder lists subcontractors who will perform Work under this Bid in excess of 50% of the Work identified in this Bid, the Bid shall be considered non-responsive.

**Bidders shall list the total % of Work to be performed by the Prime Contractor here: \_\_\_\_\_**  
(Shall not be less than 50%)

Work to be Performed	Subcontractor's CSLB License No. and DIR No.	Percent of Total Contract	Subcontractor's Name and Address
1			
2			
3			
4			
5			
6			



## ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Name, Title of Officer  
personally appeared \_\_\_\_\_,  
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document \_\_\_\_\_  
MUST BE ATTACHED  
TO THE DOCUMENT Number of Pages \_\_\_\_\_ DATE of DOCUMENT \_\_\_\_\_  
DESCRIBED AT RIGHT: Signer(s) Other Than Named Above \_\_\_\_\_

## **CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the City of Rialto, the firm listed below certifies that it does not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM \_\_\_\_\_

NAME OF PERSON SIGNING \_\_\_\_\_

TITLE OF PERSON SIGNING \_\_\_\_\_

DATE \_\_\_\_\_

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

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## BID BOND

### KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety,

are held and firmly bound unto the City of Rialto, California, hereinafter called the "City" in the sum of:

\_\_\_\_\_ dollars

(not less than 10 percent of the total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said Principal has submitted a Bid to said City to perform the Work required under the Bid Schedule(s) of the City's Contract Documents entitled:

**BUD BENDER SIDELINE FENCING VERTICAL EXTENSION  
AND SAFETY NETTING IMPROVEMENTS PROJECT  
CITY PROJECT NO. CB1902**

**NOW THEREFORE**, if said Principal is awarded a Contract by said City, and within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the Form of Agreement included with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this Bond by said City, and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

**SIGNED AND SEALED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

#### EXECUTED FOR THE PRINCIPAL:

By

\_\_\_\_\_  
Signature  
(NOTARIZED)

Print Name and Title:

By

\_\_\_\_\_  
Signature  
(NOTARIZED)

Print Name and Title:

#### EXECUTED FOR THE SURETY:

By

\_\_\_\_\_  
Signature  
(NOTARIZED)

Print Name and Title:



## BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to complete all Items will cause the Bid to be non-responsive and may cause its rejection.

1. BIDDER/CONTRACTOR'S Name and Street Address:

---

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Telephone Number: (      ) \_\_\_\_\_

Facsimile Number: (      ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

2. TYPE OF FIRM

\_\_\_\_\_ Individual    \_\_\_\_\_ Partnership    \_\_\_\_\_ Corporation (State \_\_\_\_\_ )

\_\_\_\_\_ Minority Business Enterprise (MBE)

\_\_\_\_\_ Women Business Enterprise (WBE)

\_\_\_\_\_ Small Disadvantaged Business (SDB)

\_\_\_\_\_ Veteran Owned Business

\_\_\_\_\_ Disabled Veteran Owned Business

3. CONTRACTOR'S LICENSE: Primary Classification \_\_\_\_\_

State License Number(s) \_\_\_\_\_

Supplemental License Classifications \_\_\_\_\_

- 3b. Contractor's Department of Industrial Relations (DIR)# \_\_\_\_\_

4. BUSINESS LICENSE:    \_\_\_\_\_ Yes    \_\_\_\_\_ No    License No.: \_\_\_\_\_

5. Surety Company and Agent who will provide the required Bonds:

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

---

Surety Company \_\_\_\_\_

Telephone Numbers: Agent (      ) \_\_\_\_\_ Surety (      ) \_\_\_\_\_

### BIDDER'S GENERAL INFORMATION (Continued)

6. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:

_____	_____
_____	_____
_____	_____

7. Number of years experience as a contractor in this specific type of construction work: \_\_\_\_\_

8. List at least three related projects completed to date:

a.	Owner _____	Address _____
	Contact _____	Class of Work _____
	Phone _____	Contract Amount _____
	Project _____	Date Completed _____
	Contact Person _____	Telephone number _____
	Contact Person's email address _____	
b.	Owner _____	Address _____
	Contact _____	Class of Work _____
	Phone _____	Contract Amount _____
	Project _____	Date Completed _____
	Contact Person _____	Telephone number _____
	Contact Person's email address _____	
c.	Owner _____	Address _____
	Contact _____	Class of Work _____
	Phone _____	Contract Amount _____
	Project _____	Date Completed _____
	Contact Person _____	Telephone number _____
	Contact Person's email address _____	

9. Name of Project Manager/Superintendent: \_\_\_\_\_

10. Name(s) of person(s) who inspected job site: \_\_\_\_\_

**CITY OF RIALTO  
DISCLOSURES REQUIRED BY PERSONS OR ENTITIES  
CONTRACTING WITH THE CITY OF RIALTO**

Pursuant to Rialto Municipal Code section 2.48.145, all persons or business entities supplying any goods or services to the City of Rialto shall disclose whether such person or entity is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090.

By submitting this proposal, or supplying any goods or services to the City, the undersigned hereby attests under penalty of perjury, personally or on behalf of the entity submitting this proposal or supplying any goods or services to the City, as well the entity's officers, representatives and the undersigned, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed immediately below:

**Vendor/Contractor/Consultant:** \_\_\_\_\_

<b>City of Rialto Official/ Employee Name(s)</b>	<b>The nature of the relationship with the person listed is:</b>
_____	_____
_____	_____
_____	_____

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## EXHIBIT 5

### Worker's Compensation Certification

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROJECT NAME

\_\_\_\_\_  
PROJECT NUMBER

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
COMPANY ADDRESS

I certify, by signature below, that 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 will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
AUTHORIZED OFFICIAL NAME

\_\_\_\_\_  
AUTHORIZED OFFICIAL TITLE/CAPACITY

\_\_\_\_\_  
AUTHORIZED OFFICIAL SIGNATURE

\_\_\_\_\_  
DATE

# EXHIBIT 6

## List of Proposed Subcontractors or Sub-Tier Contractors

PROJECT NAME

PROJECT NUMBER

AWARDING AGENCY

COMPANY NAME

BID/CONTRACT/SUBCONTRACT DOLLAR AMOUNT

PHONE NUMBER

COMPANY ADDRESS

FAX NUMBER

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

E-MAIL

Contractor must list all subcontracts or sub-tier contracts involving labor at the site of construction, regardless of dollar amount or percentage of bid

Sub or Sub-tier Contractor's: Name, Address, and Telephone Number	Contractor License Number	Employer Identification Number	DUNS Number	Contract Amount	Estimated Start Date	Estimated Completion Date	Trade(s) to be Used

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

## EXHIBIT 7

### Certification of Understanding and Authorization

PROJECT NAME/NUMBER

AWARDING AGENCY

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

**PAYROLL OFFICER:** (Individual Responsible for Signing Statements of Compliance)

NAME

TITLE

SIGNATURE

DATE

**PRINCIPAL OWNER / GENERAL PARTNER:** (Listed on CSLB Personnel List)

NAME

TITLE

SIGNATURE

DATE

<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>		<b>HUD FORM 4230A</b>					
<b>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</b>		<small>OMB Approval Number 2501-0011 (Exp. 01/31/2010)</small>					
1. FROM (name and address of requesting agency)		2. PROJECT NAME AND NUMBER					
		3. LOCATION OF PROJECT (City, County and State)					
4. BRIEF DESCRIPTION OF PROJECT		5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway					
6. WAGE DECISION NO. (include modification number, if any)  <input type="checkbox"/> COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE					
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">BASIC WAGE</th> <th style="width: 50%;">FRINGE BENEFIT(S) (if any)</th> </tr> <tr> <td style="height: 80px;"></td> <td style="height: 80px;"></td> </tr> </table>		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
BASIC WAGE	FRINGE BENEFIT(S) (if any)						
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)					
<b>Check All That Apply:</b> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.							
<b>Check One:</b> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.							
_____ <b>Agency Representative</b> <small>(Typed name and signature)</small>		_____ Date  _____ Phone Number					
		FOR HUD USE ONLY LR2000:  Log in: Log out:					

HUD-4230A (3-03) PREVIOUS EDITION IS OBSOLETE

## EXHIBIT 9

### Non-Segregated Facilities Certification

---

PROJECT NAME

---

PROJECT NUMBER

---

BID/CONTRACT DOLLAR AMOUNT

---

COMPANY NAME

---

COMPANY ADDRESS

---

LICENSE NUMBER

---

EMPLOYER IDENTIFICATION NUMBER

---

DUNS NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

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

---

AUTHORIZED OFFICIAL NAME

---

AUTHORIZED OFFICIAL TITLE/CAPACITY

---

AUTHORIZED OFFICIAL SIGNATURE

---

DATE



## EXHIBIT 10

### Past Performance Certification

PROJECT NAME

PROJECT NUMBER

NUMBER OF EMPLOYEES

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

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

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 11

Notice of Equal Employment Opportunity

TO:

NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

ADDRESS

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

The Undersigned currently holds a contract with \_\_\_\_\_ involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

**AGREEMENT  
(CONSTRUCTION CONTRACT)**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the City, and \_\_\_\_\_ hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 -- THE WORK**

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 to complete the Work as specified in the Contract Documents, and as generally indicated under the Bid Schedule(s) for the Project entitled:

**BUD BENDER SIDELINE FENCING VERTICAL EXTENSION  
AND SAFETY NETTING IMPROVEMENTS PROJECT  
CITY PROJECT NO. CB1902**

The Work comprises of the construction, placement and installation of fencing extension and safety netting for Bud Bender Park Ball Field 1 at 235 N Lilac Avenue. The work generally includes: extending sideline & outfield fence posts, constructing steel netting frame, constructing safety netting and all park improvements as shown on the construction plans.

**ARTICLE 2 -- COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum specified in Section 6-9 of the Special Provisions for each calendar day that expires after the time specified in Article 2, herein. In executing the Agreement, the Contractor acknowledges it has reviewed the provisions of the Standard Specifications, as modified herein, related to liquidated damages, and has made itself aware of the actual loss incurred by the City due to the inability to complete the Work within the time specified in the Notice to Proceed.

### **ARTICLE 3 -- CONTRACT PRICE**

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid Proposal and Bid Schedule(s), and any duly authorized Construction Contract Change Orders approved by the City. The amount of the initial contract award in accordance with the Contractor's Bid Proposal is \$\_\_\_\_\_.

Contractor agrees to receive and accept the prices set forth herein, 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 Contract Documents; and, also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension of discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

### **ARTICLE 4 -- THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-Discrimination Certification, Non-Collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive, and all Construction Contract Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

### **ARTICLE 5 -- MUTUAL OBLIGATIONS**

For and in consideration of the payments and agreements to be made and performed by the City, the 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.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, and shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

## **ARTICLE 6 -- PAYMENT PROCEDURES**

The Contractor shall submit Applications for Payment in accordance with the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the City Engineer as provided in the Contract Documents.

## **ARTICLE 7 -- NOTICES**

Whenever any provision of the Contract Documents requires the giving of a written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

## **ARTICLE 8 -- INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the City, and all of its officers and agents from any claims, demands, 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 the Contractor hereunder.

## **ARTICLE 9 -- NON-DISCRIMINATION**

The Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

## **ARTICLE 10 -- MISCELLANEOUS**

Terms used in this Agreement which are defined in the Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and the Special Provisions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

**CITY OF RIALTO, CALIFORNIA**

**APPROVED BY THE CITY COUNCIL:**

By \_\_\_\_\_  
Deborah Robertson  
Mayor

Date \_\_\_\_\_

Agreement No. \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Barbara A. McGee  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Fred Galante, Esq.  
City Attorney

**RECOMMENDED:**

By \_\_\_\_\_  
Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer

## CONTRACTOR

By: \_\_\_\_\_  
Firm/Company Name

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one who can show they have authority to bind the Contractor for purposes of this Agreement.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one who can show they have authority to bind the Contractor for purposes of this Agreement.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

## **WORKER'S COMPENSATION CERTIFICATE**

(AS REQUIRED BY SECTION 1861  
OF THE CALIFORNIA LABOR CODE)

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 said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



## PERFORMANCE BOND – PUBLIC WORKS

### KNOW ALL MEN BY THESE PRESENTS,

**WHEREAS**, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, California, as Obligee, (hereinafter referred to as the "City"), has awarded to the undersigned Contractor, (hereinafter referred to as the "Contractor"), an agreement for the work described as follows:

### **BUD BENDER SIDELINE FENCING VERTICAL EXTENSION AND SAFETY NETTING IMPROVEMENTS PROJECT CITY PROJECT NO. CB1902**

(hereinafter referred to as the "Public Work"); and

**WHEREAS**, the work to be performed by the Contractor is more particularly set forth in that certain Agreement (Construction Contract) for the said Public Work awarded to the Contractor and approved by the City for the Project hereinabove named, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

**WHEREAS**, the Contractor is required by said Contract to perform the terms thereof, and to provide a bond both for the performance and guaranty thereof.

**NOW, THEREFORE**, we, the undersigned Contractor, as Principal, and:

\_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than 100 percent of the total amount payable by the City under the terms to the said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the bounden Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its parts, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one year guarantee of all materials and workmanship; and indemnify and save harmless the City, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the Contract, or to the Public Work or to the Specifications.

No final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**PERFORMANCE BOND – PUBLIC WORKS  
(CONTINUED)**

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with enforcement of the bond, each shall pay City's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

**SIGNED AND SEALED**, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CONTRACTOR:** \_\_\_\_\_

Check one: \_\_\_\_ individual, \_\_\_\_ partnership, \_\_\_\_ corporation

(Corporations require two signatures; *one from each* of the following groups: A. Chairman of Board, President, or any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

**CONTRACTOR:**

By:

\_\_\_\_\_  
signature  
(NOTARIZED)

Print Name and Title:

\_\_\_\_\_

By:

\_\_\_\_\_  
signature  
(NOTARIZED)

Print Name and Title:

\_\_\_\_\_

**SURETY:**

By

\_\_\_\_\_  
signature  
(NOTARIZED)

Print Name and Title:

\_\_\_\_\_

By submitting this Performance Bond, the Contractor and Surety acknowledge the provisions of the Contract Documents with regard to Section 6-4 "Default by the Contractor", as further amended by the Special Provisions.

**PERFORMANCE BOND – PUBLIC WORKS  
(CONTINUED)**

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charged: \$\_\_\_\_\_

(The above must be filled in by corporate surety).

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with Federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of Agent or  
Representative for service of  
process in California if  
different from above)

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(Telephone Number of Surety and  
Agent or Representative for  
service of process in California)

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**PERFORMANCE BOND – PUBLIC WORKS  
(CONTINUED)**

**ALL-PURPOSE ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Name, Title of Officer

personally appeared \_\_\_\_\_,  
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document \_\_\_\_\_  
MUST BE ATTACHED  
TO THE DOCUMENT Number of Pages \_\_\_\_\_ DATE of DOCUMENT \_\_\_\_\_  
DESCRIBED AT RIGHT:  
Signer(s) Other Than Named Above \_\_\_\_\_

## PAYMENT BOND – PUBLIC WORKS

### KNOW ALL MEN BY THESE PRESENTS,

**WHEREAS**, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, California, as Obligee, (hereinafter referred to as the "City"), has awarded to the undersigned Contractor, (hereinafter referred to as the "Contractor"), an agreement for the work described as follows:

### **BUD BENDER SIDELINE FENCING VERTICAL EXTENSION AND SAFETY NETTING IMPROVEMENTS PROJECT CITY PROJECT NO. CB1902**

(hereinafter referred to as the "Public Work"); and

**WHEREAS**, the work to be performed by the Contractor is more particularly set forth in that certain Agreement (Construction Contract for the said Public Work awarded to the Contractor and approved by the City for the Project hereinabove named, (hereinafter referred to as the "Contract")), which Contract is incorporated herein by this reference; and

**WHEREAS**, said Contractor is required to furnish a bond in connection with said Contract and pursuant to Section 3247 of the California Civil Code.

**NOW, THEREFORE**, we, the undersigned Contractor, as Principal, and:

\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City, and to any and all persons, companies, or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than 100 percent of the total amount payable by the City under the terms to the said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that, if said Contractor, his or its heirs, executors, administrators, successors, or assigns, or Subcontractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery, or power used in, upon, for, or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of paid Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions herein above, it is agreed that this bond will insure to the benefit of any and all persons, companies, and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

**PAYMENT BOND – PUBLIC WORKS  
(CONTINUED)**

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additions to the terms of the said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the City and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

**SIGNED AND SEALED**, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CONTRACTOR:**

Check one: \_\_\_\_ individual, \_\_\_\_ partnership, \_\_\_\_ corporation

(Corporations require two signatures; *one from each* of the following groups: A. Chairman of Board, President, or any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

**EXECUTED FOR THE CONTRACTOR:**

By:

\_\_\_\_\_  
signature  
(NOTARIZED)

Print Name and Title:

\_\_\_\_\_

By:

\_\_\_\_\_  
signature  
(NOTARIZED)

Print Name and Title:

\_\_\_\_\_

**EXECUTED FOR THE SURETY:**

By

\_\_\_\_\_  
signature  
(NOTARIZED)

Print Name and Title:

\_\_\_\_\_

**PAYMENT BOND – PUBLIC WORKS  
(CONTINUED)**

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charged: \$\_\_\_\_\_

(The above must be filled in by corporate surety).

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with Federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of Agent or  
Representative for service of  
process in California if  
different from above)

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---

---

(Telephone Number of Surety and  
Agent or Representative for  
service of process in California)

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**PAYMENT BOND – PUBLIC WORKS  
(CONTINUED)**

**ALL-PURPOSE ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Name, Title of Officer  
personally appeared \_\_\_\_\_,  
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document \_\_\_\_\_  
MUST BE ATTACHED  
TO THE DOCUMENT Number of Pages \_\_\_\_\_ DATE of DOCUMENT \_\_\_\_\_  
DESCRIBED AT RIGHT:  
Signer(s) Other Than Named Above \_\_\_\_\_



# **CITY OF RIALTO**

## **PUBLIC WORKS DEPARTMENT**

### **PART II -- SPECIAL PROVISIONS**

#### **BUD BENDER SIDELINE FENCING VERTICAL EXTENSION AND SAFETY NETTING IMPROVEMENTS PROJECT**

#### **CITY PROJECT NO. CB1902 REQUEST FOR BID NO. 19-134**

- Section 1 - Terms, Definitions, Abbreviations, and Symbols
- Section 2 - Scope and Control of Work
- Section 3 - Changes in Work
- Section 4 - Control of Materials
- Section 5 - Utilities
- Section 6 - Prosecution, Progress, and Acceptance of the Work
- Section 7 - Responsibilities of the Contractor
- Section 8 - Facilities for Agency Personnel
- Section 9 - Measurement and Payment
- Section 10 - Construction Details / Technical Specifications

\* \* \* \*

**CITY OF RIALTO**

**PUBLIC WORKS AND ENGINEERING DEPARTMENT**

**SPECIAL PROVISIONS**

**BUD BENDER SIDELINE FENCING VERTICAL EXTENSION AND  
SAFETY NETTING IMPROVEMENTS PROJECT  
CITY PROJECT NO. CB1902**

**SECTION 1 -- TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS**

**INTRODUCTION**

**Standard Specifications.** - The Work hereunder shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), 2015 Edition, including all current supplements, addenda, and revisions thereof, these Special Provisions, and the Standard Plans identified in the Appendix, insofar as the same may apply to, and be in accordance with, the following Special Provisions.

In case of conflict between the Standard Specifications for Public Works Construction ("Greenbook") and these Special Provisions, the Special Provisions shall take precedence over, and be used in lieu of, such conflicting portions.

**Supplementary Reference Specifications.** - Insofar as references may be made in these Special Provisions to the Caltrans Standard Specifications 2010 Edition, such work shall conform to the referenced portions of the technical provisions only of said reference specifications, provided, that wherever the term "Standard Specifications" is used without the prefix "Caltrans," it shall mean the Standard Specifications for Public Works Construction ("Greenbook"), 2015 Edition, as previously specified in the above paragraph.

**Amended Standard Specifications.** - The amendments identified herein this Part II – Special Provisions are revisions to certain provisions of the Standard Specifications, and shall apply to the Contractor's work on this contract.

**1-1 GENERAL.** DELETE in its entirety and SUBSTITUTE with the following:

Whenever the terms "directed," "required," "permitted," "ordered," "designated," "prescribed," or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Engineer is intended. Similarly, the terms "approved," "acceptable," "satisfactory," "or equal," or terms of like import shall mean approved or acceptable to or satisfactory to the Engineer, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install, unless otherwise expressly stated.

## **1-2 TERMS AND DEFINITIONS.**

**Contract Price** – DELETE in its entirety and SUBSTITUTE with the following:

The total amount for which the Contract is awarded plus approved Change Order(s).

**Engineer** – ADD the following:

Authorized agents of the Engineer may be referred to as Resident Engineer, Principal Engineer, or Deputy Director, who are charged with conducting detailed administration and inspection of the Contract.

ADD the following definitions:

**Acceptance** - Formal action of the City in determining that the Contractor's Work has been completed in accordance with the Contract Documents, filing a NOC with the County Recorder, and notifying the Contractor in writing of the acceptability of the Work.

**Act(s) of God** - A cataclysmic phenomenon of nature, such as an earthquake, flood, or cyclone (tornado). Events which shall not be construed as Acts of God include wind, wind shear, micro-bursts, rain, high water, storm water runoff, or other natural phenomena which might reasonably have been anticipated from historical records of the general locality of the Work.

**Agent** - Any individual, firm, association, partnership, corporation, trust, joint venture or other legal entity, e.g., the Project Manager and Consultants, employed by the City for services on this Project.

**Allowance** – Payment under "AL" Allowance Bid items will be based on the actual expenditures for pre-authorized items of Work in accordance with Contract Documents.

**Apparent Low Bidder** - The Bidder whose Bid, having been publicly opened and read aloud, meets the material requirements of the Bid Documents, and whose Bid price is the lowest received.

**Applicable Laws** - Laws, statutes, ordinances, rules, orders, and regulations of governmental authorities and courts having jurisdiction.

**Application for Payment** - The document prepared by the Contractor which is submitted to the City showing the Contractor's entitlement to progress payments.

**As-builts** - The Red-lines drawings cleaned-up and approved appropriately from the original conception of the design to reflect the actual product built.

**Award of Contract - Date of** - Date on which the Mayor or designee executes the Contract Documents and conditions precedent to award have been satisfied.

**Board** – The City Council of the City of Rialto.

**Business Day** - See Working Day.

**CEQA** - The California Environmental Quality Act.

**City** - The City of Rialto. See Agency.

**City Forces** - Employees of City who perform construction field work on public works projects as outlined in the Contract Documents.

**Change Proposal** - Proposal for a Change Order submitted by the Contractor to the City, either at the request of the City, or at the Contractor's own initiative.

**Consultant** - The individual, partnership, corporation, joint-venture, or other legal entity named as such in the Contract Documents or succeeding entity (e.g., architects and engineers) employed by the City for Project design or other specialized services and who function under the direction of the Engineer.

**Construction Documents** – Construction Documents shall be the Contractor's plans and details, including plans showing installation of major systems, equipment, fixed furnishings and graphics, the technical specifications and all other technical drawings, schedules, diagrams and specifications, accepted Shop Drawings, Working Drawings, and submittals that are necessary to set forth in detail the requirements for the Project that are necessary to set forth in detail the requirements for the Project.

**Construction Manager** - The person designated, in writing, by the City to act as its representative at the Site and to perform construction inspection services and administrative functions relating to this contract e.g., to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance, and rate of progress of the Work under the Contract. Initial contact by the Contractor with the City shall be through the Construction Manager. The Construction Manager oversees and enforces the Contract Documents and makes initial decisions with respect to the Contractor's fulfillment of the Contract obligations and the Contractor's entitlement to compensation.

The Construction Manager may be an employee of the City or an independent Consultant contracted to represent the City.

If a Construction Manager is not provided by the City, references to Construction Manager shall be the same as Resident Engineer.

**Contract Time** - The number of successive days or Working Days stated in the Contract Documents for the completion of the Work.

**Defective Work** - Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents, does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; unauthorized material substitutions; or Work that has been damaged by anyone other than City prior to Final Acceptance.

**Demobilization** - The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, materials, and personnel at the Site.

**Drawings** – See Plans.

**Execution of Contract - Date of** – See Award of Contract.

**Field Order** - A Field Order is a written order by the Engineer to compensate the Contractor for items of work, as further defined in 9-3.6, "Field Orders." A field order shall not increase Contract Price, Contract Time, or both.

**Final Acceptance** – See Acceptance.

**Final Completion** - Satisfactory completion of Work required by this contract as evidenced by the recorded NOC with San Bernardino County.

**Final Payment** - The last payment for this contract made by City to the Contractor when all applicable requirements have been met.

**Hazardous Materials or Waste** - Items identified in Section 104 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

**Holiday** - The City-observed holidays are listed below (if any holiday listed falls on a Friday or Saturday, then the preceding Thursday is considered a legal holiday. If the holiday falls on a Sunday, then the following Monday will be considered a legal holiday):

## Holiday Observed On

New Year's Day (January 1)  
Martin Luther King Day (Third Monday in January)  
President's Day (February 17)  
Caesar Chavez Day (March 31)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Veteran's Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Christmas Eve (December 24)  
Christmas Day (December 25)  
Holiday Closure (Christmas Eve through New Year's Day)

**Legal Address** - The official address of the City shall be City of Rialto, 335 W. Rialto Ave., Rialto, CA 92376, or such other address as the City may subsequently designate in written notice to the Contractor. The official address of the Engineer shall be the Public Works Director/City Engineer, City of Rialto, Public Works Department, 335 W. Rialto Ave., Rialto, CA 92376, or such other address as the Engineer may subsequently designate in writing to the Contractor.

**Limited Notice To Proceed** – A written notice given from the City authorizing initiation of a limited amount of work that is not Construction Work, e.g., finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, Design Work, and any other preliminary work done prior to performing Construction Work.

**Milestone(s)** - Principal event(s) specified in the Contract Documents relating to an intermediate completion date of a portion of the Work, or a period of time within which the portion of the Work shall be performed prior to Completion of the Work. Liquidated damages are frequently associated with Milestones.

**Markout** - The temporary marking/painting of the ground, pavement, or sidewalk by the facility or utility owner or its representative. Markouts identify the approximate location of the existing buried utilities in the vicinity of planned construction for the convenience of the Contractor.

**Mayor or designee** - The City of Rialto Mayor or a designated representative.

**Normal Working Hours - Unless specified otherwise**, 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City holidays are excluded.

**Notice of Completion (NOC)** - If, in the City's judgment, the Work has been completed, the City will file with the County Recorder a NOC which stipulates the date that the Work was accepted. The conditions of warranty in accordance with 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY" shall commence on the date of NOC unless stated otherwise in the Contract Documents.

**Owner** – See City.

**Party or Parties** - The City, the Contractor, or both, their respective permitted successors or assigns, and any other future signatories to this contract.

**Prime Contractor** – See Contractor.

**Product Data** - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for any portion of the Work.

**Project** - The Project is the object of this contract to be constructed by the Contractor as described and shown in the Contract Documents.

**Project Manager** - The individual charged with overall responsibility for the Project.

**Project Site** - All areas where Work is to be performed pursuant to this contract. Project Site may also be referred to as Site and Work Site.

**Red-lines** - Plans with annotations of changes made during construction, in red, to reflect the actual product built during construction.

**Request for Information (RFI)** - The written request for information made by the Contractor to City to clarify any parts of the Contract Documents.

**Retention** - The amount withheld by the City from the money due to the Contractor in accordance with 9-3.2, "Partial and Final Payment".

**Punchlist** - List of items or corrections required to comply with Contract Documents.

**Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Project and that establish the standards by which such portion of the Project will be judged.

**Schedule** – Contractor prepared and City accepted Critical Path Method (CPM) schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."

**Separate Contractors** - Those individuals or entities who have entered into arrangements with the City for the provision of labor, materials, or other services in connection with the Project who are not under contract with the Contractor.

**Services** - Professional services, including design, engineering, and construction management of the Project that are required in accordance with the Contract Documents.



**Shop Drawings** – Drawings submitted by the Contractor showing details of manufactured or assembled products proposed to be incorporated into Work.

**Subconsultant** – See Subcontractor.

**Subcontract** - Agreement between the Contractor and another person or entity engaged to perform a portion of the Work.

**Submittals** - The information, materials, or Sample(s) specified for submission to the City in accordance with this contract.

**Supplier** - Manufacturer, fabricator, distributor, or vendor.

**Walk-through** - The procedure used by the City to evaluate status of the Project and generate a Punchlist.

**Work** – The term “the Work” or “Work” generally defines all of the activities of the Contractor in completing the Project in accordance with the Contract Documents.

**Working Drawings** – Drawings submitted by the Contractor showing details of work not shown on the Plans.

**Working Day** – Any day within the period between the date of the start of the Contract Time in accordance with 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK” and the date of Final Acceptance other than the days specified in 6-7.2, “Working Days”.

**Writing** - See California Evidence Code, Section 250.

- END OF SECTION -

## SECTION 2 -- SCOPE AND CONTROL OF WORK

### 2-1 Award and Execution of the Contract. ADD the following:

Bid protests are to be delivered to the following address:

City of Rialto  
Public Works Department  
335 W. Rialto Ave.,  
Rialto, CA 92376

Bid protests shall be reviewed by the Public Works Director and City Attorney to determine the validity of the protest to the terms and conditions of the original bid documents. Bidders are advised that only those protests that identify a material defect with the bid documents will be considered. The Public Works Director and City Attorney reserve the right to reject any protests that they have determined identify a bid submitted with an immaterial defect with the bid documents. All bid protests, and the Public Works Director's bid protest determination, will be included as part of the City Council's consideration of award of a construction contract to the lowest, responsive bidder as recommended by the Public Works Director. Bidders may present their arguments for or against a bid protest to the City Council at the time award of a construction contract is scheduled for consideration. The City Council, in its sole discretion, reserves the right to waive any informality (non-responsiveness) with a bid.

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within the time prescribed in the Instructions to Bidders. Failure to do so shall be just cause for forfeiture of the proposal guaranty. **The executed contract documents shall be delivered to the following address:**

City of Rialto  
Public Works Department  
335 W. Rialto Ave.,  
Rialto, CA 92376

### ADD: 2-1.1 STANDARD CONTRACT PROVISIONS.

**2-1.1.1 Document Ownership.** Once the Contractor has received any compensation for the Work performed, all documents, e.g., original plans, studies, sketches, drawings, computer printouts and files, and specifications prepared in connection with or related to the Work shall be the property of City. The City's ownership of these documents includes use of, reproduction or reuse of, and all incidental rights, whether or not the item of Work for which they were prepared has been performed.

The City's ownership entitlement arises upon payment or any partial payment for Work performed and includes ownership of any and all Work product completed under this contract. This Section shall apply whether the Contractor's services are terminated: (a) by the completion of the Project; or (b) in accordance with other provisions of this contract.

Notwithstanding any other provision of this section or the Contract, the Contractor shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and files, and specifications.

The Contractor shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Contractor, provided that the service rendered by the Contractor was not a proximate cause of the damage.

**2-1.1.2 Specification Tone.** Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed to the Contractor.

**2-1.1.3 Special Notices.** When specified in these specifications or as directed by the Engineer, any notice required to be given in accordance with this subsection shall be in writing, dated, and signed by the duly authorized representative of such party giving the notice. The special notices shall be served by any of the following methods:

- a) Personal delivery to an authorized representative; proof of delivery of notice may be made by declaration under penalty of perjury of any person over the age of eighteen years. The proof of delivery shall show that delivery was done in conformity with this provision; service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Site.
- b) Certified mail addressed to the recipient at the address established for the conduct of the Work under this contract postage prepaid; return receipt requested; service shall be effective on the date of mailing.

Simultaneously, the City may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided the notice that was sent by regular mail is not returned.

Notice given to the Surety will be addressed to the Surety at the address of the Surety last communicated by to the City.

**2-1.1.4 Joint Venture Contractors.** If the Contractor is a joint venture, all grants, covenants, provisions and claims, rights, powers, privileges and liabilities of the Contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication given by the City to the Contractor, shall be given to all

entities being the Contractor if given to any one or more of such entities. Any notice, request or other communication given by any one of such entities to the City under this contract shall be deemed to have been given by and shall bind all entities being the Contractor. The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City at the time of Contract award.

**2-1.1.5 Successor's Obligations.** All grants, covenants, provisions and claims, rights, powers, privileges and abilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the City and their respective heirs, executors, administrators, successors, and assigns.

**2-1.1.6 Waiver of Legal Rights.** The failure of the City to insist, in any one or more instances, upon the performance of any provision of the Contract, or to exercise any right therein, shall not be construed as a waiver or relinquishment of such provisions or rights. Any waiver of any breach of this contract shall not be held to be a waiver of any other or subsequent breach.

Any waiver issued by the City of any provision of the Contract shall only be effective if issued in writing by the City and shall be specific, shall apply only to the particular matter concerned and not to other similar or dissimilar matters.

**2-1.1.7 Requests for Information (RFI).** In the event the work to be done, or matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Engineer for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the Contract. In the event of doubt or question arising respecting the true meaning of the Specifications or Plans, reference shall be made to the Engineer for the Engineer's decision pursuant to 2-10, "AUTHORITY OF THE BOARD AND THE ENGINEER."

### **2-3.1 General. ADD the following:**

Insofar as this Section 2-3.1 requires listing of subcontractor pursuant to the California Public Contract Code, if the Project is advertised and noticed as being federally funded and subject to the U.S. Department of Housing and Urban Development regulations ("Section 3 Requirements"), the bidder shall be required to list all subcontractors, **regardless of the amount of work**, and to whom the bidder proposes to directly subcontract portions of the work. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

### **2-3.2 Self Performance. ADD the following:**

The requirement that the Contractor perform, with its own organization, Contract work amount to at least 50% of the Contract Price applies only to the base Contract amount awarded, and shall not apply to Additive or Deductive Alternate Work described in the Bid documents.

**ADD: 2-3.4 Subcontract Requirements.** The Contractor shall require each Sub-consultant and Subcontractor, to the extent of the Work to be performed by such Sub-consultant and Subcontractor, to assume towards the Contractor all the obligations and responsibilities which the Contractor by the Contract Documents assumes towards the City and shall incorporate the terms of this contract and the Contract Documents to the extent applicable to the Work to be performed by the Sub-consultants and Subcontractors.

All Subcontractors must be qualified and sufficiently experienced. The Contractor shall ensure that all Subcontractors are appropriately licensed for the duration of the Work that is performed under the Subcontracts. In the event the Subcontractor is not properly licensed, the Contractor shall cease payments to the Subcontractor for all work performed when the Subcontractor was not properly licensed. The Contractor shall return to the City any payment made to a Subcontractor for work performed when the Subcontractor was not licensed.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, the Contractor shall ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

The Contractor shall obtain or require that each Subcontractor obtain insurance policies in accordance with 7-3, "LIABILITY INSURANCE" which shall be kept in full force and effect during Work on this project and for the duration of this contract.

In any dispute between the Contractor and the Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Contractor agrees to defend and indemnify the City in accordance with 7-16, "INDEMNIFICATION AND HOLD HARMLESS AGREEMENT" in any dispute between the Contractor and the Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this provision.

**2-4 CONTRACT BONDS.** First paragraph, DELETE second and third sentences and SUBSTITUTE the following:

Bonds shall be executed by a responsible surety as follows:

If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.

If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and in conformance with the Underwriting Limitations as expressed therein.

DELETE the third and fourth paragraphs and SUBSTITUTE the following:

The Contractor shall provide the following bonds:

- a) Contracts less than \$10,000:
  - i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment will be made until 35 days after NOC has been recorded and any lien requirements have been fulfilled. If a bond is submitted, progress payments will be made in accordance with these Specifications.
  - ii. A "Faithful Performance Bond" is not required.
- b) Contracts over \$10,000 and less than \$25,000:
  - i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, progress payments may be made with a minimum of 20% retention. If a bond is submitted, progress payments will be made in accordance with these Specifications.
  - ii. A "Faithful Performance Bond" is not required.
- c) Contracts over \$25,000:
  - i. A "Payment Bond" (Materials and Labor Bond) for not less than 100% of the Contract Price, to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with the Government Code.
  - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed, in a manner satisfactory to the City, and that materials and workmanship will be free from original or developed defects.
  - iii. A "Warranty Bond" for 25% of the Contract Price to guarantee the Work against defective material or workmanship for a period of one (1) year from the date of completion of the contract. The bond shall be furnished by the Contractor as a condition of acceptance of the Work by the City and issuance of a NOC for the Project. The terms of the bond shall specify the Contractor's obligation to repair or make whole parts of the Work identified as defective within five (5) days written notice by the City, at the Contractor's expense. Failure to repair defective material and/or workmanship within five (5) days' notice shall be cause for the City to make necessary repairs to the Work, for which the Contractor shall be

charged all expenses. All repair work shall be performed in accordance with the terms of the Contract Documents.

ADD the following:

If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, the Contractor shall immediately notify the Engineer and immediately substitute another bond and surety acceptable to the City.

The Contractor shall require the Surety to mail its standard "Bond Status" form to the City's Legal Address.

## **2-5 PLANS AND SPECIFICATIONS.**

### **2-5.1 General.** ADD the following:

If during the performance of the Work, the Contractor finds a conflict, error, omission, or discrepancy in the Contract Documents or in the City's field work, which is necessary for a clear understanding of the Work, or if any errors appear in either the various instruments or in the work done by other contractors affecting the Work included in the Specifications, the Contractor shall report it to the Engineer in writing at once and before proceeding with the Work affected thereby. If the Contractor fails to give such notice, the Contractor shall make good any damage or defect in the Work caused thereby.

If the Engineer finds an error or omission has been made, the Engineer will determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of Work called for in the Contract, the City will issue an appropriate Change Order or Field Order (as applicable).

After discovery of a claimed error or omission by the Contractor if the Contractor continues with the Work without written direction from the Engineer, the related work performed by the Contractor shall be at the Contractor's risk.

The execution of Work specially detailed or explained, without a previous written request for an Extra Work charge, shall constitute an acceptance by the Contractor.

It is the intent of the Specifications and Plans to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result shall be supplied whether or not it is specifically called for, at no additional cost to the City.

When words in the Specifications or on the Plans, which have a well-known technical or trade meaning, are used to describe Work, material, or equipment such words shall be interpreted per such meaning.

Reference to specified software, guides, standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest edition or version in effect at the time of opening of Bids (or, on the effective date of the Contract if there were no Bids), except as may be otherwise specifically stated. No provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Engineer or the Contractor or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents will be issued by the Engineer in accordance with 2-14, "REQUEST FOR INFORMATION."

**ADD: 2-5.1.1 Division of the Specifications and the Plans.** Specifications and Plans are divided into groups e.g., engineering disciplines for the convenience of the City. These divisions are not for the purpose of apportioning Work or responsibility for Work among Subcontractors and Suppliers.

**2-5.2 Precedence of Contract Documents.** DELETE in its entirety and SUBSTITUTE the following:

If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be as follows with item (1) being the highest:

- 1) Permits; from other agencies as may be required by law
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract Agreement
- 4) Addenda
- 5) Bid/Proposal
- 6) Supplementary Special Provisions (SSP)
- 7) Special Provisions
- 8) Plans
- 9) Standard Drawings
- 10) Standard Specifications
- 11) Reference Specifications

The figured dimensions shown on the drawings and in the specifications may not, in every case, agree with scale dimensions. Figured dimensions shall take precedence over scaled dimensions, and large-scaled drawings shall take precedence over small-scale drawings.

With reference to the drawings the order of precedence shall be as follows:

- 1) Figures govern over scaled dimensions
- 2) Detail drawings govern over general drawings
- 3) Addenda and Change Order drawings govern over Plans
- 4) Plans govern over Standard Drawings



When a conflict exists between the ADA Standards for Accessible Design, Title 24, and the City Supplements, the most restrictive requirement shall be followed.

### 2-5.3 Submittals

**General.** DELETE in its entirety and SUBSTITUTE with the following:

1. When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer.
2. Do not incorporate any materials in the Work for which submittals are required before the required submittals have been reviewed and accepted by the Engineer.
3. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless the Contractor explicitly and clearly called such deviations to the Engineer's attention in the letter of transmittal.
4. The Contractor shall be responsible for the correctness of the submittals.
5. Allow a minimum of 20 Working Days for review of submittals **unless otherwise specified in the Special Provisions**. Each submittal must be accompanied by a letter of transmittal.
6. Payment for submittals will be included in the various Bid items.

**2-5.3.2 Working Drawings.** Last paragraph, REVISE to add Items 11, 13, and 15.

**TABLE 2-5.3.2(A),** ADD the following:

Item	Section No.	Title	Subject
16	306-1.6	Thrust blocks and anchor blocks	<b>Unless specified otherwise,</b> design of all size water main thrust blocks and anchor blocks

**2-5.3.4 Supporting Information.** ADD the following:

For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 days of the NTP."

Submit samples of the materials with cut sheets of the products. Organize cut sheets in a binder for review and approval by the Engineer prior to use on the Project. Identify deviation from any of the specified material clearly, including cut sheets and samples of both the specified material and basis for the substitution. Include the Project Name,

Project Number, and the Engineer's name, Contractor Name, and Submittal Number and clearly indicate the specific product to be used.

When photos of material are required, they must be clear in resolution, identifying the specific item for review, indicating name of the item, source and date taken. The material shown in the photo must be currently available for use on the Project.

**ADD: 2-5.4 Red-lines Drawings.** The Contractor shall keep accurate records on a set of full size Plans of additions and deletions to the Work, and of changes in location, elevation, and character of the Work not otherwise shown or noted on Contract documents.

Red-lines drawings shall be coordinated with field measurements, Shop Drawings, Working Drawings, Samples, Product Data, and available records. The Contractor shall immediately give written notice of any conflicts between these documents to the City.

On building construction Contracts, the Contractor shall record the location by dimension and the depth by elevation of underground line, valves, plugged tees, capped ends, etc. The Contractor shall record, by dimension or scale plans, wiring, conduits, and pull boxes as installed. All information necessary to maintain, service, or both any concealed Work shall be noted on these Red-line Drawings. This data shall be legibly recorded to the satisfaction of the Engineer. Records shall be kept current with entries checked by the Engineer before the Work is buried or covered. These plans shall be delivered to the Engineer upon completion of the job.

The Contractor's failure to update and deliver Red-lines information monthly to the Engineer for review and approval may result in withholding of monthly progress payments.

The payment for Red-lines drawings shall be included in the various Bid items.

**ADD: 2-5.5 As-built Drawings.** For Design-Build contracts or if required in the Special Provisions, As-built Drawings shall be the responsibility of the Contractor.

As-built drawings shall be prepared from the Red-lines information and shall provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of design to proceed without lengthy and expensive site measurement, investigation, and examination.

Prior to Final Completion, the Contractor shall prepare and submit one complete set of full sized (24" x 36") original Mylar final As-built Drawings (CADD plots) prepared in accordance with the City's CADD standards. Each CADD Mylar drawing sheet shall be wet stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by Contractor. Drawing Mylar shall be 3 mils minimum thickness.

The payment for As-built drawings shall be included in the various Bid items.

**ADD: 2-5.6 Measurements and Dimensions.** Scaled dimensions are approximate. Before ordering materials or commencing Work, measure site for proper size and fit. The Contractor shall verify dimensions and quantities by taking measurements in the field and shall be responsible for their correctness.

**2-6 WORK TO BE DONE.** ADD the following:

The City assumes no responsibility for any conclusions or interpretations made by the Contractor based on any information made available by the City. Nor does the City assume responsibility for any understanding reached or representation made by any of the City's officers or agents before Award of this contract concerning conditions which could affect the Work, unless that understanding or representation is expressly stated in the Contract Documents.

Where approval or acceptance by the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and best practices.

**2-7 SUBSURFACE DATA.** ADD the following:

The Plans for the Work show conditions as are believed by the Engineer to exist, but it is not to be inferred that all of the conditions as shown thereon actually exist, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans and the actual conditions revealed during the progress of the Work or otherwise.

If reports of explorations and tests of subsurface conditions at the Site are included in the Contract Documents e.g., Supplementary Special Provisions (SSP), the Bidders are encouraged to inspect the Site, acquire, and review these reports and to take other necessary steps to thoroughly familiarize themselves with the Site conditions. If a review of the documents and Site inspection indicate a conflict, the Bidder shall immediately notify the City. For access and cost information to obtain those reports contact the City Project Manager, during regular business hours.

The City does not represent that the listed documents, or the logs, and test results, show the conditions that will be encountered in performing the Work. The City represents only that the logs, and test results show the conditions encountered at the particular locations and at the particular times they were obtained. The Bidders and other users of the subsurface data are cautioned that interpretations and conclusions contained in the documents were formulated for design purposes only and were based on work performed in such a way as to expressly provide information required for design.

**2-8 RIGHT-OF-WAY.** After first sentence, ADD the following:

The Contractor shall be responsible for coordinating with property owners as to timing, when access is provided through rights of entry, and shall protect private improvements in accordance with 7-9, "PROTECTION AND RESTORATION OF THE EXISTING IMPROVEMENTS."

**2-9.1 Permanent Survey Markers.** DELETE in its entirety and SUBSTITUTE with the following:

Survey monuments of various types generally exist along the centerline of City streets that may be affected by the scope of the Work. The Contractor shall be required to reset any existing survey monuments or markers that are disturbed or otherwise removed by construction of the project. The Contractor's surveyor shall file corner records with San Bernardino County as required by law. Existing survey monuments set into the existing asphalt concrete surface (i.e. tag and nail) shall be replaced as necessary to reestablish the survey monument control after construction of the project.

It shall be the Contractor's responsibility to protect all the existing survey monuments, bench marks, survey marks and stakes. Removal of such monuments and markers, or displacement thereof, shall require their resetting per City requirements, including corner record filing, for the existing type of monument in question at the Contractor's expense.

The Contractor shall maintain a survey location check on the monuments without cost to the City. The Contractor is advised that any resetting of monuments will be the responsibility of the Contractor, to be reset by a California licensed Land Surveyor or Registered Civil Engineer appropriately licensed to practice land surveying. Should the Contractor anticipate the removal of any survey monuments, notification shall be given to the Engineer prior to removal. The Contractor shall be responsible for reinstalling existing or installing new monument wells, after resetting any disturbed survey monument.

The cost to perform this work shall be considered as included in the various bid items, and no additional payment will be made therefore.

**2-9.2 Survey Service.** DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall provide all construction surveying by a California registered Land Surveyor or Registered Civil Engineer appropriately licensed to practice land surveying. The Contractor's surveyor shall provide monument tie-out and corner record filing, as required by the Engineer or his representative.

The Contractor's surveyor shall set all stakes and hubs, furnish all lines, grades and measurements necessary for the proper prosecution and control of the work contracted for under these specifications. No direct payment will be made for this labor, materials, or other expenses therewith.

The Contractor must give weekly copies of all survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked and approved by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, his/her employees, or surveyor, resulting in establishing grades and/or alignment that are not in accordance with the plans or as established by the Engineer, all construction or staking not in accordance with the established grades and/or alignment shall be replaced without additional cost to the City.

Payment for any and all construction surveying required by this Project, by the Contractor's Surveyor, shall be considered as included in the various bid items of work, and no additional compensation shall be allowed therefore.

**2-10 AUTHORITY OF BOARD AND ENGINEER.** ADD the following:

Any plan or method of Work suggested to the Contractor by the City, but not specified or required by this contract, which is adopted or followed by the Contractor in whole or in part, shall be done at the sole risk and responsibility of the Contractor. The City assumes no responsibility and shall not be held liable for any defects in the Work which may result from or be caused by use of such plan or method or Work.

**2-11 INSPECTION.** ADD the following:

If required by the Engineer, the Contractor shall provide information related to the inspection of the Work. The Contractor shall provide access in accordance with Cal-OSHA Standards where necessary.

The Contractor shall request inspections in accordance with the prevailing Codes and by the Public Works Department. The Contractor shall coordinate these inspections at all times through the Engineer. The Contractor shall remove and replace any items of Work performed without the benefit of inspection as may be required by any associated building permits. **Special Note: The Contractor is advised that any structural construction is subject to a separate building permit, and inspection by the City's Building Official. The Contractor is responsible for obtaining a separate building permit and scheduling required inspections by the City's Building Official for construction of structural elements of the Work.**

For required subsequent inspection, the Contractor shall remove and replace Work at the discretion of the Engineer at no additional cost to the City. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

The Contractor shall give at least 5 days' notice for off-site inspection. Notices shall not be deemed effective until the City has responded and agreed to the Contractor's date and time.

The City may either perform inspection services with its own forces or contract with third parties. The Contractor shall call for, coordinate, and schedule all inspections.

The City will make any inspections and tests as the City deems necessary to ensure the Work is accomplished in accordance with the requirements of the Contract Documents, other than inspections for Work performed in accordance with a permit. The Contractor shall be responsible for coordinating required inspection of all Work performed in accordance with a permit. Unless otherwise specified, the City will provide all required inspections and tests. In the event inspections or tests reveal non-compliance with the requirements of the Construction Documents, the Contractor shall bear the cost of any and all corrective measures deemed necessary by the City, as well as the cost of the City's subsequent re-inspection and re-testing.

The City has the right, for a reasonable time, to stop or suspend Work which will cover, and thereby prevent or impede the City's or another agency's ability to inspect, test, or approve a portion of the Work. The Contractor shall have no right to additional costs or time that it may incur as a result of the Work stoppage or suspension.

The Work shall not be covered prior to inspection, testing, or approval required by the Contract Documents, the City's prior written request, or by other agencies. If any item of Work is covered prior to obtaining the required approvals, the Contractor shall, when requested by the City, uncover the Work for inspection, testing, approval, or all. Upon successful completion of the inspection, testing, or approval, the Contractor shall cover the Work where required again. The Contractor shall bear all direct and indirect costs and damages of such uncovering and re-covering and shall not be entitled to an increase in the Contract Price or the Contract Time, unless the Contractor has given the City and any other affected agencies written notice of the Contractor's intention to cover the Work and the City has not acted with in response to such notice.

Tests, inspections, and approvals of items of the Work required by the Contract Documents, Applicable Laws or normal construction practices shall be made at an appropriate time, and in accordance with the Contract Documents. Unless otherwise specified, the City will make arrangements for such tests, inspections and approvals. The Contractor shall give the City notice of when and where tests and inspections are to be made so that the City may observe such procedures.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the City.

**ADD: 2-12 PARTNERING.** The Contractor may request the formation of a Partnering relationship by submitting a request in writing to the Engineer after approval of the Contract. If the Contractor's request for Partnering is approved by the Engineer, scheduling of a Partnering workshop, selecting the Partnering facilitator and workshop, selecting the Partnering facilitator and workshop site, and other administrative details shall be as agreed to by both Parties.

The establishment of a Partnering relationship will not change or modify the terms and conditions of the Contract and will not relieve either party of the legal requirements of the contract.

The goals of partnering shall include:

- a) The Construction Manager, the City's representatives, and the Contractor's representatives including Subcontractors actively working together as partners;
- b) Avoidance of destructive confrontation and litigation among the parties;
- c) Mutual understanding on how the Work is to be conducted;
- d) Establishment of mutual key results to facilitate Project success; and,
- e) Establishment of an atmosphere of team work, trust, and open communication.

**2-12.1 Payment.** The payments involved in providing a facilitator and a workshop site will be borne equally by the City and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The City's share of such costs will be reimbursed to the Contractor in a Change Order written by the Engineer unless a Bid item has been established for Partnering. Markups will not be added. Other costs associated with the Partnering relationship shall be borne separately by the party incurring the costs.

#### **ADD: 2-13 SITE ACTIVITIES BY THE CITY OR SEPARATE CONTRACTORS.**

**2-13.1 City's Right to Award Separate Contracts.** The City reserves the right to perform work or operations outside the scope of Work of this contract related to the Project with City Forces, Separate Contractors, or both. If Work to be performed by another party was not noted in this contract, the City will give written notice to the Contractor 10 Working Days prior to the start of any work. If the Contractor determines that the work being performed by the City or others may interfere with, or cause damages to Work being performed by the Contractor, the Contractor shall notify the City in writing within 3 days of the City's notice.

**2-13.2 Integration of the Work with Separate Contractors.** If specified in the Contract Documents, the Contractor shall prepare a plan in order to integrate the work performed by Separate Contractors with the performance of the Work, and shall submit such plan to the City for approval. The plan shall be fair and reasonable for the Contractor and the Separate Contractors, and the Contractor shall work with the Separate Contractors to reach agreement on such plan. The Contractor shall arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, jointed in an acceptable manner, and performed in the proper sequence so that any disruption or damage to the Work or to any work of Separate Contractors is avoided.

**2-13.3 Coordination.** The Contractor shall provide for the coordination of the activities of the Contractor and its Sub-consultants and Subcontractors with the activities of the Separate Contractors. The Contractor shall participate with all Separate Contractors and the City in reviewing and coordinating the schedules of the Separate Contractors

with the Schedule. The Contractor shall make any revisions to the Schedule deemed necessary to properly incorporate the work of the Separate Contractors with the Work. To the extent (a) the date of Final Completion is extended by such Schedule revision; (b) the Contractor is required to perform its Work materially out of sequence, and in a manner which is not as efficient or cost effective as originally planned; or (c) the scope of Work is increased, an equitable adjustment in the Contract Price and the Contract Time shall be made in accordance with the provisions of Section 3, "CHANGES IN WORK."

**2-13.4 Use of Site.** The Contractor shall afford the City and all Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. The Contractor shall connect and coordinate its Work and operations with the City and all Separate Contractors' operations as required by the Contract Documents. The City will direct the Separate Contractors to cooperate with the Contractor and to avoid actions or omissions which could interfere with or delay the activities of the Contractor.

**2-13.5 Deficiency in Work of Separate Contractors.** If part of the Contractor's Work depends on proper execution or results upon construction or operations by the City or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and the City apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by the Contractor. The Contractor and the Separate Contractor shall use good faith efforts to resolve any such discrepancies or defects or any disagreements relating thereto. Failure of the Contractor to report shall constitute acceptance by the Contractor of the work of Separate Contractors as fit, proper, and coordinated with the Contractor's Work.

**ADD: 2-14 SITE EXAMINATION.** The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, and the general and local conditions, such as, but not limited to, all other matters which could in any way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.



**ADD: 2-15 FLOW AND ACCEPTANCE OF WATER.** Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, and has prepared its Bid accordingly; and the Contractor, by submitting such a Bid, assumes all said risk.

- END OF SECTION -

## SECTION 3 – CHANGES IN WORK

**ADD: 3-1.3 Cost Reduction Proposal.** The Contractor may submit to the Engineer in writing, proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the Project such as service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

Cost reduction proposals shall contain the following information:

- a) A description of both the existing Contract requirements for performing the Work and the proposed changes.
- b) An itemization of the Contract requirements that shall be changed if the proposal is adopted.
- c) A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
- d) A statement of the time within which the Engineer shall make a decision thereon.
- e) The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this section shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; nor will the City be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section, nor for any delays to the Work attributable to any such proposal. If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the City after the advertisement for the Contract, the City will not accept such proposal and reserves the right to make such changes without compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed Change Order, incorporating the cost reduction proposal has been issued. If an executed Change Order has not been issued by the date upon which the Contractor's cost reduction proposal specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract Bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

The City reserves the right, where it deems such action appropriate, to require the Contractor to share in the City's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and

such acceptance shall constitute full authority for the City to deduct amounts payable to the Contractor from any monies due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a Change Order, which shall specifically state that it is executed pursuant to this section. Such Change Order shall incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal, or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the City's approval thereof is based if the approval of the City is conditional.

The Change Order shall set forth the estimated net savings in the cost of performing the Work attributable to the cost reduction proposal effectuated by the Change Order, and shall further provide that the Contract cost be adjusted by crediting the City with 50% of estimated net savings amount.

Acceptance of the cost reduction proposal and performance of the Work shall not extend the time of completion of the Contract, unless specifically provided for in the Change Order authorizing the use of the cost reduction proposal.

The amount specified to accrue to the Contractor in the Change Order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the Work thereof pursuant to the said Change Order.

The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to him prior to submission of the accepted cost reduction proposal.

The cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this section, if the identical or similar, previously submitted proposals were not adopted for general application to other contracts administered by the City. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

Additional bonding may be required. The Contractor shall bear all costs to revise bonds for the Project to include the cost reduction incentive proposal Work.

### **3-2 CHANGES INITIATED BY THE AGENCY.**

**3-2.1 General:** DELETE the first paragraph in its entirety and SUBSTITUTE with the following:

Without invalidating the Contract and without notice to any surety, the City may at any time order additions, deletions, or revisions in the Project in the following manner:

- a) When the City desires a change; the City will issue a request for proposal to the Contractor.
- b) The Contractor shall submit a response within 7 Working Days.
- c) After the City reviews the Contractor's response, the City changes will be authorized by a written Change Order prepared and issued by the City.
- d) Upon receipt of any such Change Order, the Contractor shall promptly sign and return the Change Order to the City and only thereafter proceed under the applicable conditions of the Contract Documents when the City has approved the Change Order.

Should any item(s) of Work be deleted, the reduction in Contract Price shall reflect a credit for the full value of the deleted Work, including anticipated profit and overhead. If the deleted Work exceeds 25% of the Contract Price, the Contractor may reduce the credited amount by a maximum of 5% of the amount in excess of the 25% of the Contract Price to cover overhead expenses.

If the City requests the Contractor to submit a Change Proposal, and the preparation of such Change Proposal impacts the Contract Time (e.g., other Work is suspended pending a decision on such Change Proposal or the Design Work is delayed due to the preparation of the Change Proposal) an equitable adjustment in the Contract Time shall be made.

**ADD: 3-2.6 Request for Proposal.** The Contractor's proposal in response to the City's Request for Proposal (RFP) shall be on forms acceptable to the Engineer. The Contractor's proposal shall certify in writing that the amounts included cover all direct, supplemental, indirect, consequential and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite the Contractor's reasonable and diligent efforts to mitigate them. Mitigation efforts under taken by the Contractor shall be described.

**3-2.6.1 Proposal Content.** Where the change in Contract Price is to be determined on the basis of the "cost of the work involved", the Contractor's itemized estimates shall detail all applicable elements of cost, including, but not limited to, labor hours and payroll costs, quantities, crew mixes, production rates, material costs, Subcontractor and Supplier costs, equipment costs, and supplemental costs. Where the change in Contract Price arises from changes in the schedule of all or part of the Work, or where a change in Contract Time is sought, the submittal shall include analysis required by 6-6.5, "Contract Time Extension and Schedule Analysis". With respect to work during other than normal hours, the labor charges associated with such work shall consist of straight time wages and burden plus the appropriate overtime or shift premium with no additional burden (i.e., fringe benefits) on the premium portion.

### **3-3 EXTRA WORK.**

#### **3-3.1 General.** ADD the following:

The City reserves the right to direct the Contractor to solicit competitive Bids for Extra Work. If required by the City, the Contractor shall obtain competitive Bids from Subcontractors acceptable to Contractor and shall deliver such Bids to the City who will then determine which Bids will be accepted.

Any request by the Contractor to change the Contract Price to include the price of Extra Work shall be by written notice to the City and shall include itemized estimates. The Contractor's itemized estimates shall detail all applicable elements of price e.g., labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, and supplemental costs. If the Contractor's request to change the Contract Price arises from changes in the Schedule affecting all or part of the Project, or if the Contractor seeks a change in the Contract Time, the Contractor's request shall include the analysis required by 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."

#### **3-3.2.2 Basis for Establishing Costs.**

##### **a) Labor:** ADD the following:

The Engineer reserves the right to request certified payrolls to substantiate the actual cost of labor. The Contractor shall produce payroll certified by a California licensed Certified Public Accountant. The certified payroll shall list the labor rates of the Contractor personnel, consultants and Subcontractors that are working on or are associated with this Project and shall be provided at the request of the Engineer.

If the Contractor's proposal for Extra Work is based upon services and work to be performed outside normal working hours, the labor charges associated with such Extra Work shall consist of straight time wages and burden plus the appropriate overtime or shift premium with no additional burden (i.e., fringe benefits) on the premium portion.

In no case shall the Contractor be required to pay more than state and or federal wage rates, whichever governs the Work or any portions thereof.

##### **c) Tool and Equipment Rental:** DELETE second paragraph in its entirety, and SUBSTITUTE the following:

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed those listed in the latest edition of the Caltrans publication entitled "Labor Surcharge and Equipment Rental Rates" preceding the date the Work is accomplished. Where the Contractor can substantiate that the rental rates prevailing locally exceed the published rates by more than 15%, the Contractor will be entitled to a rental rate adjustment. For equipment not listed in said publication, rental rates shall not

exceed listed rates prevailing locally at equipment rental agencies or distributors, at the time the Work is performed.

Whenever possible, Extra Work shall be accomplished using equipment available on Site or owned by the Contractor. If a specific piece of equipment must be rented to be used exclusively for the Extra Work, the rental rate will be the invoiced rate.

**3-3.2.3 Markup.** DELETE in its entirety and SUBSTITUTE the following:

For Change Orders, whether additive or deductive, and for work classified as Extra Work, the allowance for overhead and profit shall include full compensation for superintendence, insurance premiums, taxes, field office expense, extended overhead, home office overhead, and any other items of expense e.g., Change Order estimating and preparation cost, claims preparation cost, schedule analysis, project management, and field engineering.

Extended overhead shall be any and all costs incurred either in the field or at the Contractor's office resulting from Extra Work excluding direct costs related to direct hourly labor, equipment, or materials necessary to complete the Extra Work.

- a) The allowance for overhead and profit shall not exceed the values in Table 3-2.2.3(A) unless specified otherwise in the Special Provisions.

Table 3-2.2.3(A)

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

- b) To the sum of the costs and markups provided for in this subsection, actual increase in the Contractor's bond premium caused by the Extra Work shall be added as compensation for Bonds.
- c) Work paid under Allowance Bid items is not subject to the mark-up limitations specified in Table 3-2.2.3(A) unless specified otherwise in the Special Provisions.
- d) When all or any part of the Extra Work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which the Contractor may add 5% of the Subcontractor's total cost for the Extra Work.

Regardless of the number of hierarchical tiers of Subcontractors, the 5% which is the Contractor's allowance 3.5% (for overhead) and 1.5% (for profit) may be applied one time only to the performing Subcontractor's total cost.

**ADD: 3-4.1 Disallowance of Entitlement.** The Contractor shall not be entitled to any adjustment in the Contract Price or Times if:

The Contractor knew of the existence of such conditions at the time the Contractor made a final commitment to the City in respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

The existence of such condition could reasonably have been discovered or revealed as a result of any record search, examination, investigation, exploration, test or study of the Site and contiguous areas suggested or required by the Bidding Documents.

**ADD: 3-6 DISPUTE RESOLUTION PROCESS.**

**3-6.1 Mandatory Non-Binding Mediation.** If a dispute arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through contract provisions provided for claim settlement or negotiations, the parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

**3-6.1.1 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**3-6.1.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the American Arbitration Association (AAA) or any other agreed upon mediator. To initiate mediation, the initiating party shall serve a Request for Mediation on the opposing party. If the mediator is selected from a list provided by AAA, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees; a copy of requested mediators marked in preference order, and, a preference for available dates.

If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following: a copy of the list of the preferred mediators listed in preference order, after striking any mediators to which they have any factual objection, and, a preference for available dates. If the parties agree not to use AAA, then a mutually agreed upon mediator, date and place for the mediation shall be agreed upon.

The Administrator will appoint or the parties shall agree upon the highest, mutually preferred, Mediator from the individual parties' lists who is available to serve within the designated time frames.

**3-6.1.3 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed.

The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position. The parties may agree to exchange any information they deem necessary.

Both parties shall have an authorized representative attend the mediation. Each representative shall have the authority to recommend entering into a settlement. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

**ADD: 3-6.2 Dispute Resolution Board.** If mediation is unsuccessful in settling the dispute and if both parties agree, a no mandatory dispute resolution board process may be used. The parties may impanel a Dispute Resolution Board (DRB) and the DRB process shall be conducted in accordance with the City's alternative dispute resolution process, utilizing board members who are individuals who have expertise in construction. The selection process shall be administered by the American Arbitration Association, or any other such neutral organization selected by the City, hereinafter called the "Administrator". Claims made for \$60,000 or less shall be heard by 1 DRB member and claims for more than \$60,000 shall be heard by 3 DRB members.

To initiate the DRB procedures, the parties shall jointly execute and file a "Submission to Dispute Resolution Board Procedures" request with the Administrator. Upon receipt by the Administrator of the submission form, the Administrator shall furnish to the parties a list of individuals skilled in dispute resolution and having expertise in construction from which to select the Dispute Resolution Board. Within 10 Working Days from the date the list is sent to the parties, the parties shall return the list to the Administrator, striking any individuals to which the parties have any factual objections and numbering the remaining in preference order. The Administrator shall appoint the highest mutually preferred individuals to the DRB that are available to serve in the time frame designated above.

**3-6.2.1 Dispute Resolution Board Costs.** The costs for DRB hearings and proceedings, which include those of either the 1 person or 3 person boards hearing the dispute, will be shared equally by both parties. Fees shall be jointly negotiated by both parties directly with the DRB Administrator.



**3-6.2.2 Conduct of Dispute Resolution Board Hearings.** DRB hearings shall be informal and discovery shall not be permitted. The parties may agree to exchange any information they deem necessary. Each party shall have a maximum of 2 hours for presentation, unless otherwise agreed upon. Outside experts, including attorneys, may address their specialty if the opposing party is notified in advance. Each party will be given full opportunity to present its views and supporting information, including documents, drawings, or other pertinent material. All such evidence and displays shall be considered confidential and shall be retained by the presenting party. Discussions or admissions during DRB discussions shall be considered as part of privileged settlement discussions, without prejudice to any party's legal position.

Any resultant agreements from a DRB Hearing shall be documented, in writing, by both parties. The DRB results and documentation, by themselves, shall be non-binding and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. DRB members shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

Within 10 Working Days after the hearing, the DRB will make its recommendation, in writing, for resolution of the dispute to all parties. The DRB will strive for consensus and unanimity in its decision making. If such is unattainable, however, separate written recommendations may be made as majority or minority reports.

- END OF SECTION -

## SECTION 4 – CONTROL OF MATERIALS

### 4-1.3.2 Inspection of Material Not Locally Produced. ADD the following paragraph:

When required by the Special Provisions or as noted on the Plans, the Engineer may elect to perform inspection of an out-of-town manufacturer. The Contractor shall incur all inspection costs. These costs shall include travel expenses, a per diem allowance for lodging, meals, and car rental per day. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs. At the option of the Engineer, full time inspection will continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, the expenses of the Engineer's supervisor will be included in the figures for one 2-day trip to the site per month. Inspection costs paid by the Contractor will not include the wages of the Engineer and their supervisor if employed by the City, when required by the Special Provisions or as shown on Plans.

**ADD: 4-1.3.5 Special Inspection.** Certain elements of the Work may be subject to special inspection required by applicable building codes, and a building permit issued to the Engineer prior to construction (or to be issued to the Contractor) by the City's Building Official (hereinafter "BO"). **It is the Contractor's responsibility to determine if applicable building permits have been previously issued by the Building Official for construction of any structural elements to be incorporated into the Work. Unless otherwise indicated, the Contractor shall contact the City's Building Official prior to starting the Work to identify any requirements in obtaining building permits that may be required for the Work.**

Special inspection and testing shall be provided by the City.

Special Inspectors provided by the City will be certified by the BO to perform the functions of a Special Inspector, and the Contractor shall comply with all direction given by a Special Inspector as if given by the BO. The Contractor shall accommodate the Special Inspectors acting on behalf of the BO as follows:

- i. Observe Work: The Special Inspector shall observe the Work for conformance with the BO's approved design Drawings and Specifications. Shop Drawings, Working Drawings, or both may be used only as an aid to inspection. Special Inspections are to be performed on a continuous basis, meaning that the Special Inspector is on site at all times observing the Work requiring Special Inspection.
- ii. Periodic inspections, if any, shall have prior approval by the BO based on a separate written plan prepared by the Contractor and reviewed and approved by the BO and the Engineer.
- iii. The Special Inspector shall bring nonconforming items to the immediate attention of the Contractor and note all such items in the daily report. If any item is not resolved in a timely manner or is about to be incorporated in the Work the Special Inspector will immediately notify the BO, notify the Engineer, and post a discrepancy notice.

- iv. Furnish Daily Reports: Special Inspectors will complete and sign both the Special Inspection record and the daily report form for each daily inspection to remain at the Site with the Contractor for review by the Engineer and BO.
- v. The Special Inspector or inspection agency shall furnish weekly reports of tests and inspections directly to the Engineer, BO and others as designated on the plans, permits or herein. These reports shall include the following:
  - 1. Description of daily inspections and tests made with applicable locations;
  - 2. Listing of all nonconforming items;
  - 3. Report on how nonconforming items were resolved or unresolved as applicable;
  - 4. Itemized changes authorized by the Engineer and BO if not included in nonconformance items.
- vi. The Special Inspector will submit a final signed report to the Engineer and BO stating that Work requiring Special Inspection and testing were inspected, tested and reported, and to the best of Special Inspector's knowledge, is in conformance with the approved drawings and Contract Documents, approved revisions and the applicable workmanship provisions of the building codes whichever is in effect on the permitted Plans. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e., missed inspections, periodic inspections when continuous was required, etc.) will be specifically itemized in this report. Final inspection of the structure will not be scheduled until the final report for all Work items requiring Special Inspection have been reviewed and approved by the Engineer and BO.

The Contractor shall be responsible for the following coordination of Special Inspections provided by the City's Special Inspectors:

- i. The Contractor shall notify the Special Inspector prior to performing any item of Work that requires Special Inspection and shall review the Contract Documents and perform any necessary preparatory Work at the Site.
- ii. The Contractor is responsible for providing the Special Inspector access to approved Drawings and Specifications at the Project's Site.
- iii. The Contractor shall be responsible for retaining at the Site all Special Inspection records submitted by the Special Inspector and providing these records for review by the Engineer upon request.
- iv. The Contractor shall not perform any items of Work that requires Special Inspection without the presence of the Special Inspector during the performance of that Work. Work requiring continuous inspection performed without Special Inspection shall be subject to removal.

- v. Upon completion of task requiring Special Inspection, the Contractor shall submit to the Engineer all Special Inspection reports that certify that the Work requiring Special Inspection has been completed in accordance with the Contract Documents and the applicable building codes and approved by the BO.

**4-1.6 TRADE NAMES OR EQUALS.** DELETE in its entirety and SUBSTITUTE the following:

In accordance with California Public Contract Code §3400(a), and as specified herein this Section 4-1.6, the Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item **within 20 days after award of the contract**. If an offered substitution by the Contractor for the trade names specified in the Contract necessitates changes to, or coordination with, other items of the Work, the information submitted shall include details showing such changes. The Contractor shall perform these changes as part of the substitution of material or equipment and at no additional cost to the City. The lack of action on the Engineer’s side by taking no exceptions to the proposed substitution shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

Request for approvals of “or equal” items prior to Bid Opening will not be considered. Bidders are responsible to ensure their Bid includes the price required for the item as specified, and assumes all risk in including a price for an “or equal” item that is not approved by the Engineer, and any additional cost associated with furnishing and installing the item as specified in the specifications or plans.

The Contractor may bring forward a substitution proposal for an “or equal” item provided the request and supporting documentation is submitted within 20 days of contract award. The following information shall be included with any substitution request:

1. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
2. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
3. All variations of the proposed substitute from the items originally specified will be identified.

4. Available maintenance, repair, and replacement service requirements. The manufacturer must have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
5. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.

There is no guaranteed time frame for the Engineer's review of the substitution requests.

The Contractor is responsible to demonstrate that the type, function, and quality of any such substitute product, material or equipment is equivalent to the specified item. The Engineer shall require at the Contractor's expense additional data about the proposed substitution he deems necessary.

If the Engineer takes no exceptions to the proposed substitution, it will not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

The lack of any action by the Engineer does not constitute acceptance of the substitution; all approved "or equal" substitutions must be approved in writing by the Engineer.

Acceptance by the Engineer of a substitute item does not relieve you of the responsibility for full compliance with the Contract Documents.

The Bid submittal must be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, you will not be entitled to either an extension in Contract Time, and/or an increase in the Contract Price.

As applicable, no Shop Drawing or Working Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the Engineer's prior written approval.

You must reimburse the City for the charges of the Engineer for evaluating each proposed substitution.

**ADD: 4-2 PLACING ORDERS.**

The Contractor shall place the orders for all long lead-time supplies, materials and equipment **within 3 working days after execution of the contract by the City of Rialto.** The Contractor shall furnish the Engineer with a statement from the vendors that the orders for said supplies, materials, and equipment has been received and accepted by said vendors **within 15 working days** from the date of execution of Contract.

- END OF SECTION -

## **SECTION 5 - UTILITIES**

### **5-1 LOCATION.** ADD the following:

The City does not warrant the accuracy or completeness of the location and type of existing utilities and substructures shown on the Plans. The Contractor is responsible to accurately locate, by potholing or other suitable methods, all existing utilities such as service connections and substructures as shown on the Plans and marked out by Underground Service Alert (USA), to prevent damage to such facilities and to identify any conflicts with the proposed work.

The Contractor shall fill all potholes on the same day of excavation, and, if no trenching is performed within 10 Working Days, fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise allowed by the Engineer.

There will be no other compensation for potholing at any specific location required by the Plans. Neither will showing some specific locations on the Plans relieve the Contractor of the responsibility to pothole as previously mentioned in this Subsection.

The Contractor shall notify the Engineer, in writing, of any conflicts between existing utilities and the proposed work a minimum of 5 Working Days, and 300 feet in advance of the work to provide adequate time, and space for any changes to the work needed to avoid unforeseen conflicts. The Contractor shall perform utility location far enough in advance of the Work to provide the written notification specified in this section.

The written notification shall include; date of utility location, method of utility location, type, size, and material of utility, horizontal location (to the nearest Station), depth for existing pavement or ground surface to top and bottom of utility, suspected ownership of utility, and the date on which any conflict with the utility will impact the critical path(s).

For existing utilities shown on the Plans or marked out by USA, the Contractor shall not be entitled to an extension of Contract Time or compensation for delay if direction is provided by the Engineer within 5 Working Days from receipt of the Contractor's written notification of the utility conflict. If the Engineer does not provide direction to the Contractor within the 5 Working Days, an extension of Contract Time may be granted in accordance with Section 6, beginning on the sixth Working Day after receipt of the Contractor's written notification.

### **5-2 PROTECTION.** ADD the following:

When existing underground utilities are undercut the Contractor shall backfill for at least 12" all around the undercut utility. The backfill material shall conform to 306-1.2.1, "Bedding."

When a one-inch or smaller water service is damaged during trenching operations, repairs shall be made in accordance with applicable standards required by the Water Utility Owner.

The City may decide to perform the repairs to water and sewer mains, water services, and sewer laterals with the City Forces at the discretion of the Engineer at the Contractor's expense.

The Contractor shall notify the City at least 2 Working Days prior to start of excavation, unless, earlier notice is required by another permit or plan.

**ADD: 5-7 Payment.** Unless otherwise specified in the Contract Documents, payment for items of work related to Utilities shall be included in the various Bid items.

Potholing for existing utilities which are not shown on the Plans, but marked out by USA shall be as directed by the Engineer and paid for according to 3-3, "EXTRA WORK."

- END OF SECTION -



## **SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK**

### **6-1.1 Construction Schedule.** ADD the following:

- a) Upon the request of the Contractor, the City may delay the issuance of the Notice to Proceed (NTP) up to 10 Working Days from the date of the preconstruction conference. No time extension of this delay will be allowed.
- b) The Contractor shall be responsible for developing, coordinating, revising, updating, and maintaining the cost loaded construction schedule (Schedule) utilizing the Critical Path Method (CPM).
- c) All versions of the Schedule shall be based solely on the Work as awarded, and shall exclude any substitute proposals even if the Contractor pursues a substitution in accordance with provisions of the Contract.
- d) The approved proposals and approved Change Orders shall be included in the Schedule updates.
- e) Total float is the number of days by which a part of the Work in the Schedule may be delayed from its early dates without necessarily extending the Contract Time. The Contract float is the number of days between the Contractor's anticipated date for early completion of the Work, or specified part, and the corresponding Contract Time. Total float and Contract Time float belong to the Project and are not for the exclusive benefit of any Party. They shall be available to the City or the Contractor to accommodate changes in the Work or to mitigate the effect of events which may delay performance or completion.
- f) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The City may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, the Contractor's failure, or refusal to provide the required Schedule information precludes a proper evaluation of the Contractor's ability to complete Project within the Contract Time.
- g) The Schedule shall show a breakdown of Work into activities and relationships to the extent required to effectively manage the Work. The Schedule shall show the division of the Work into activities and specify the progression from the Notice to Proceed (NTP) to the end of the Contract Time.
- h) The Schedule shall include appropriate time allowances and constraints for submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests.
- i) The Contractor shall include in the Schedule inclusive in the Contract Time allotted, three 3 Working Days for the City to conduct a thorough walk-through.

- j) The Contractor shall include in the Schedule inclusive in the Contract Time allotted 10 Working Days for generation of the punchlist. The Contractor shall Work diligently to complete all punchlist items within 20 Working Days after officially being provided the punchlist by the Engineer.
- k) If the Contractor modifies or changes the Schedule, for Change Order Work or otherwise, the Engineer shall be notified in writing with an explanation.
- l) Comments made by the Engineer on the Schedule during review will not relieve the Contractor from compliance with requirements of the Contract. The Engineer may request that the Contractor and major Subcontractors (defined herein as being any Subcontractor or Supplier with 5% or more of the value of the Contract) participate in review of any Schedule submission. The Schedule revisions shall be submitted within 10 Working Days after the Engineer's review.
- m) The Schedule shall show work to be done by the City personnel, such as but not limited to, submittal reviews (separate tasks for each), sewer televising, water main connections, water testing, and operational performance tests as separate tasks. The Schedule shall show appropriate time allowances for Work performed by other agencies.
- n) If completion of any part of the Work, delivery of equipment or materials, or provision of the Contractor submittals is behind schedule and will impact the completion date of the Work, the Contractor shall submit a written recovery plan acceptable to the Engineer for completing the Work by the current Contract completion date.
- o) The Contractor shall not be entitled to any extension in Contract Time, or recovery for any delay incurred because of extensions in an early completion date, until all Contract float is used, performance of the Work extends beyond the corresponding Contract Time, and a recovery plan is submitted demonstrating that the delay cannot be mitigated or offset through actions such as rescheduling Work.
- p) Misrepresentation of actual Work durations in order to suppress available float time shall be cause for rejection of the Schedule and any revisions or updates.
- q) The Schedule shall include procurement related activities which lead to the delivery of permanent materials to the Site in a timely manner. Procurement activities include activities such as preparation of Shop Drawings and Working Drawings, review and acceptance of Shop Drawings and Working Drawings, materials fabrication, materials delivery, etc., as appropriate.
- r) The Schedule shall be reasonably balanced over the construction duration. Upon receipt, the Engineer will review the Schedule and provide comments, as appropriate, for revision by the Contractor.
- s) Each Schedule activity shall be assigned a budget. Separate Bid items shall be separate activities. The Schedule shall specify costs for each phase of the Contract.

The cost value of all Schedule activities shall equal the Contract values shown in the Bid both individually and in total and include Change Orders.

- t) If the Engineer questions the logic of the Schedule, the Engineer may at any time request a Schedule narrative that describes the approach to the Work and the rationale used to develop the Schedule relationships and logic.
- u) When specified in the Contract Documents, the 90-day Plant Establishment Period is included in the stipulated Contract Time and will begin with the acceptance of the planting in accordance with the Special Provisions.
- v) For phased funded contracts, the Schedule shall include the Work to be completed as part of the first phase of the Phased Funding Schedule and all remaining phases.

**ADD: 6-1.1.1 Contracts Less Than \$1,000,000 In Value.** The Contractor shall provide the Schedule to the Engineer at the preconstruction meeting. At a minimum, the Schedule shall conform to the following:

- a) Provide a fully developed horizontal bar-chart type schedule.
- b) Provide a separate time bar for each significant construction activity.
- c) Provide a continuous vertical line to identify the first Working Day of each week.
- d) Within each time bar, indicate estimated completion percentage in 10% increments. As Work progresses, place a contrasting mark in each bar to indicate actual completion.
- e) Indicate graphically sequences necessary for completion of related portions of the Work.
- f) Be of sufficient size to show data for the entire Contract Time.

**ADD: 6-1.1.2 Contracts With More Than \$1,000,000 In Value.** The Contractor shall provide the Schedule to the Engineer no later than the date of the pre-construction meeting. The Contractor may provide a look-ahead schedule for the first 90 days of the Contract Time to the Engineer, prepared in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK." If the Contractor selects to provide a 90 days look-ahead schedule, the Schedule covering the full Contract Time shall be submitted and approved within 4 weeks after NTP.

The Contractor shall use any scheduling product capable of producing the required information in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK", for the computerized CPM scheduling and monthly update reports. Electronic file submittals shall be compatible with formats used by the City.

In addition to the electronic submittal of the Schedule, the Contractor shall provide hard copy tabular reports in accordance with 2-5.3, "Submittals." The Schedule shall contain as a minimum the following information:

- a) The Schedule shall include the COMMUNITY CENTER REHABILITATION - PHASE 2, City's Project identification numbers, the Contractor's name, address and phone number, dates of original schedule and latest revision, revision number, and Contract Time.
- b) The Schedule shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work such that, in the sole judgment of the Engineer, it provides an appropriate basis for monitoring progress.
- c) The Schedule shall show the sequence, duration, both early and actual start and end dates of each activity, interdependence, critical path and percentage of completion status of all activities required for the complete performance of Work. It shall begin with the date of issuance of the NTP and include construction activities including submittal review, operation checks, final walk-through, and punchlist generation.
- d) The Schedule shall include the cost associated with each activity and the total cost for each phase of the Contract. The cost information shown in the Schedule will be used for schedule evaluation and budgetary forecasting purposes only, and shall not be construed as entitlement for payment.
- e) The graphical reports when specified or required by the Engineer shall be in a precedence diagram format, shall be plotted on a time-scaled calendar, and shall expressly identify the Contract Time, the critical path(s) and activities.
- f) Activities shall be shown on their early dates, with their total float noted beside them. Connections between activities whether on the same sheet or on different sheets, shall identify both predecessor and successor Work. Activity data shall include description of Work, activity costs (budget), activity duration and special codes.
- g) Activity data shall include description of the Work, activity duration, percent completed, and any special codes required with the following information:
  - i. Current status of the activity.
  - ii. Remaining duration of the activity.
  - iii. Actual start and finish dates for the activity in progress or completed.
- h) The Schedule updates shall include both forecast and actual cost and schedule data.
- i) The sub-tasks for lump sum Bid items shown on the Schedule shall be submitted in accordance with 9-2, "LUMP SUM ITEMS."

- j) The Schedule shall indicate the estimated person days and material quantities for each construction activity.
- k) For those activities started but not yet completed at the time of submittal, the updated Schedule shall reflect the percentage of costs remaining, as agreed between the Contractor and the Engineer, for an estimate of the remaining budget.

**6-1.2 Commencement of Work.** ADD the following:

Unless specifically authorized by City in writing, the Contractor shall not begin any construction activities on the Project until CEQA (and NEPA, if applicable) review has been completed as evidenced by certification of an environmental impact report, mitigated negative declaration, negative declaration, or by issuance of an exemption, as applicable.

**ADD: 6-1.3 Work Outside Normal Hours.** Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, Work at the Site shall be performed during normal working hours. Normal working hours refers to the working hours identified in the Contract Documents. The Contractor shall not work during non-normal working hours or on Friday, Saturday, Sunday, or any the City observed holiday without the Engineer's written consent. If approved, night work shall be completed at night between the hours of 7:00 P.M. - 5:00 A.M. unless otherwise specified on the Plans, in the Special Provisions, or on the traffic control permits.

The Engineer will coordinate inspection staff, to the extent possible, to accommodate Project inspection requirements. If the Contractor's request is approved, the Contractor will be responsible for reimbursing the City for all costs to provide inspection services required to monitor the Work outside of normal working hours. The Contractor shall be billed at the stipulated hourly rate to cover the City's expenses for the inspection services and a deductive Change Order will be issued.

The Contractor shall be required to obtain a noise abatement permit when such a permit is required to perform Work outside the normal working hours.

**Special Note:** Insofar as the City's Municipal Code Section 9.50.060 may exempt public works projects from requirements to mitigate the generation of noise as a result of the Contractor's operations, the Contractor will be required to comply with applicable mitigation measures related to noise that may be included in the City's CEQA and/or NEPA environmental document. Any work occurring outside normal hours that may generate noise will be required to mitigate the noise to the greatest degree possible at the Contractor's expense, as required by the Engineer.

The Engineer retains the sole authority to deny any work occurring outside normal hours if in his determination such work would generate noise too disruptive to the public.

**ADD: 6-1.4 Phased Funding.**

**6-1.4.1 General.** Phase Funding is a means by which large projects, encompassing multiple tasks and taking place over an extended period of time, may be budgeted and appropriated in a multi-phase plan and contracted accordingly that maximizes the City's use of available funds. If this contract is specified on the Contract Documents to be subject to phased funding, the phased funding requirements in these specifications shall apply.

The decision to utilize phased funding shall be solely at the discretion of the City.

**6-1.4.2 Pre-Award Schedule.** The Pre-Award Schedule is a cost-loaded CPM schedule prepared in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" showing all activities with costs, durations, and dependencies, for the first phase of the contract. The Pre-Award Schedule shall be used as a basis for the first Phased Funding Schedule Agreement which will be developed by the City.

For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder shall contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder shall provide the Pre-Award Schedule. This process shall continue until the City has selected the lowest responsible and reliable Bidder or has decided to reject all Bids.

The Contractor shall coordinate the estimated construction start date with the City's Project Manager. Upon receipt, the Project Manager will review the Pre-Award Schedule and provide comments, as appropriate, for revision by the Contractor. The Project Manager may require backup documentation and calculations to justify schedules.

**6-1.4.3 First Phased Funding Schedule Agreement.** The first Phased Funding Schedule Agreement shall show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to the Contractor that is selected as the lowest responsible Bidder as defined in the Rialto Municipal Code.

At the Project Manager's request, the Contractor shall meet with the Project Manager before execution of the first Phased Funding Schedule Agreement to discuss the Project Manager's comments and requests for revision to the Pre-Award Schedule.

Failure by the Contractor to perform the following may result in the Bid being rejected as non-responsive: a) meet with the Project Manager, if requested to do so, to discuss and

respond to the City comments regarding the Pre-Award Schedule, b) revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or c) execute the first Phased Funding Schedule Agreement within a day after receipt. Once executed by both parties, the first Phased Funding Schedule Agreement shall become part of the Contract Documents. The first Phased Funding Schedule Agreement Form is included in the Bidding Documents.

The City reserves the right to award the first phase with duration of fewer than 90 Working Days.

**6-1.4.4 Final Phased Funding Schedule Agreement.** After Award the Contractor's approved Schedule shall serve as the basis for the final Phased Funding Schedule Agreement, which includes the total contract amount and all phases. The City and Contractor may mutually agree to revise the first phase; however, the total funds allocated as part of the previously approved Pre-Award Schedule shall not be exceeded.

The final Phased Funding Schedule Agreement shall define payment limitations and the respective obligations of the parties in accordance with 9-3.7, "Phased Funding Compensation."

**ADD: 6-1.5 Contract Time Extensions.** The Contract Time shall not be modified except by Change Order. The Contractor shall immediately submit to the City a written request for a Change Order to modify the Contract Time, but in no event later than 24 hours after the occurrence and discovery of the event(s) giving rise to the request. The Contractor shall include in its request a general description of the basis for and the estimated length of any extension and submit supporting data. Any City approval of a request shall be contingent upon the Contractor's submission of a written statement that the Contract Time extension reflects the entire extension to which the Contractor is entitled as a result of the occurrence of the event(s).

The City will not grant an extension in Contract Time unless the Contractor demonstrates through an analysis of the critical path that: 1) the increases in the time to perform all or part of the Project, beyond the Contract Time, arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, their agents, officers, and/or employees; and 2) the causes actually rendered performance of all or part of the Project beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to avoid the extension.

Delays attributable to and within the control of the Contractor's Subcontractors shall be deemed to be delays within the control of the Contractor. The City will not allow time extensions for these delays.

The City will issue a periodic (usually weekly or monthly) document that will stipulate the Contract Time. If the Contractor does not agree with this document, the Contractor shall within 15 days after receipt of the statement submit to the City for review a written protest supporting the Contractor's objections to the document. The Contractor's failure

to file a timely protest shall constitute the Contractor's acceptance of the City's weekly document.

The Contractor shall be fully responsible for any delays arising from the Contractor's design of the Project when engineering services are included in the Work.

**ADD: 6-1.6 Excusable Delays.** To the extent any of the following events results in an actual delay in the Work affecting Work activities on the critical path, such shall constitute an "Excusable Delay", to the extent not set forth below, a delay will be considered an "Inexcusable Delay":

- a) Failure or inability of the City to make available any portion or the entire Site in accordance with the requirements of the Schedule.
- b) Failure or inability of the City or the Contractor to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the fault or neglect of the Contractor as determined by the City.
- c) Delays resulting from the acts or omissions of Separate Contractors, except to the extent Separate Contractors perform their work properly and in accordance with the Schedule.
- d) Delays resulting from Force Majeure.
- e) Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule.
- f) Delays resulting from the existence or discovery of hazardous materials or waste on the Site not brought to the Site by the Contractor.
- g) Delays resulting from changes in Applicable Laws occurring after the date of execution of this contract;
- h) Delays occurring due to the acts or omissions of the City and those within the control of the City.
- i) Delays resulting from the City-mandated suspensions of Work.

**ADD: 6-1.7 Payment.** Payment for the Construction Schedule shall be included in the various Bid items unless a Bid item has been provided.

**6-4 DEFAULT BY THE CONTRACTOR.** DELETE the first paragraph in its entirety and SUBSTITUTE the following:



If one or more of the following events occur prior to acceptance of the Work, the Contractor shall be considered in default of the Contract:

- a) Becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay debts as they become due, or is otherwise financially unable to complete the Work;
- b) Abandons the Work by failing to report to the Work Site and diligently prosecute the Work;
- c) Disregards or violates provisions of the Contract Documents or City's instructions;
- d) Fails to prosecute the Work according to the approved schedule without excusable delays in conformance with 6-6, "DELAYS AND EXTENSIONS OF TIME;"
- e) Disregards Laws or Regulations of any public body having jurisdiction;
- f) Commits continuous or repeated violations of approved or legislated safety requirements; or
- g) Failure to notify the Engineer upon discovery of items of Native American, Archaeological, or Paleontological interests.

Notices under this section shall be in accordance with 2-1.1.3, "Special Notices."

The City will notify the Contractor and the Surety of the City's intent to find the Contractor in default. If Contractor fails to commence satisfactory correction of a default within 5 Working Days after receipt of a notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the City:

- a) May terminate the Contractor's right to perform under this Agreement by issuing a default notification to the Contractor and its Surety,
- b) May use any materials, equipment, tools or other facilities furnished by the Contractor to complete the Contractor's work without any further compensation to the Contractor for such use, and
- c) May furnish those materials, equipment, tools and other facilities to others to the extent the City deems necessary to maintain the orderly progress of the Work.

The Contractor shall be entitled to no further payment until the remaining portion of the Work has been completed. The Contractor will be paid the actual amount due based on Contract Unit Prices or lump sum Bid and the quantity of the Work completed at the time of default, less damages caused to the City by acts of the Contractor.

Costs incurred by the City in performing the Contractor's work, plus a markup of 15% on those costs for overhead, shall be deducted from any money due or to become due to

the Contractor. The Contractor shall pay to the City any amount by which those costs and markup exceed the unpaid balance of the Contract Price.

Upon receipt of the Notice of Termination for Default, the Surety shall immediately takeover and assume the control of and perform the Work as the successor to the Contractor. The Surety shall assume all rights, obligations, and liabilities, including liquidated damages that have accrued under the Contract. The Surety shall maintain the Site and all of its safety controls. If the Surety fails to maintain the Site, the City may correct unsafe conditions and charge the Surety for all costs incurred. When the Surety assumes any part of the Work, it shall take the Contractor's place in all respects for that part, and will be paid by the City for Work performed by it in accordance with the Contract. When the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of the notice of Termination for Default, the Surety shall provide a written plan detailing the course of action it intends to take to remedy the default. The City will review and notify the Surety if the plan is satisfactory.

If the Surety fails to submit the plan or to maintain progress on the plan once it's been approved by the City, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by the City forces, by letting the unfinished Work to another Contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the amounts due under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within 30 days after the City submits an invoice for all costs in excess of the remaining Contract Price.

The provisions of this subsection shall be in addition to all other rights and remedies available to the City under law.

**6-5 TERMINATION OF THE CONTRACT.** DELETE in its entirety and SUBSTITUTE the following:

The City may terminate the Contract if it becomes impossible or impracticable to proceed, because of conditions or events beyond the control of the City.

Notices under this section shall be in accordance with 2-1.1.3, "Special Notices."

Upon receipt of written notice of termination the Contractor shall immediately cease all work, except work the Contractor is directed to complete or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work. In case of Termination for Convenience, the Contractor shall be paid (without duplication);

- a) for completed and acceptable work executed in accordance with the Contract prior to the effective date of termination;
- b) for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
- c) for reasonable expenses directly attributable to termination.

After termination, the Contractor shall submit a final termination settlement proposal to City in the form and with the certification prescribed by the City. The Contractor shall submit the proposal no later than 3 months from the effective date of termination, unless extended, in writing, by the City upon written request of the Contractor within the 6 month period.

If the Contractor fails to submit the proposal within 3 months, the City may determine the fair and reasonable amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount determined. If the Contractor disagrees with the amount determined by the City as fair and reasonable, the Contractor shall provide notice to the City within 30 days of receipt of payment. Any amount due shall be as later determined by arbitration, if the City and the Contractor agree thereto, or as fixed in a court of law.

All settlements related to termination of the contract in accordance with this section will be subject to the approval of the City Council before ultimately becoming final.

**ADD: 6-5.1 Termination of the Contractor's Performance of Work.** The City may terminate, subject to the express terms and conditions set forth below, the Contractor's performance of Work under this contract, in whole or, from time to time, in part, if the City Council does not appropriate sufficient monies to fund the Contract. The Engineer will terminate, on behalf of the City, by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

**ADD: 6-5.2 Notice of Termination.** Notice of Termination is from City to the Contractor terminating the Contract in accordance with 6-5, "TERMINATION OF CONTRACT."

After receipt of the Notice of Termination, and except as otherwise directed by the Engineer, the Contractor shall immediately proceed as follows:

- a) Stop Work immediately or in accordance with the Notice of Termination.
- b) Immediately place no further subcontracts for materials, services, or facilities, except as necessary to complete any authorized continued portion of the Contract.
- c) Immediately terminate all subcontracts to the extent that they relate to the Work terminated;

- d) With approval by the Engineer, settle all outstanding obligations arising from the termination of subcontracts; the approval of which will be final for purposes of this section.
- e) As directed by the Engineer, transfer the title and deliver to the City, completed or partially completed drawings, plans, calculations, specifications and any other documents and records that, if the Contract had been completed, would be required to be furnished to the City.
- f) Complete performance of the Work not terminated.
- g) Take all necessary steps and actions to minimize all costs to the City as a result of the termination.
- h) Take any action that may be necessary, or that the Engineer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the City has or may acquire an interest.

**ADD: 6-5.3 Termination Settlement.** After termination, the Contractor shall submit a final termination settlement proposal to the Engineer in the form and with the certification prescribed by the Engineer. The Contractor shall submit the proposal promptly, but no later than 3 months from the effective date of termination, unless extended, in writing, by the Engineer upon written request of the Contractor within this 3 month period. If the Engineer determines that the facts justify it, a termination settlement proposal may be received and acted on after 3 months or any extension. If the Contractor fails to submit the proposal within the time allowed, the City may, in good faith, determine, on the basis of information available, the fair and reasonable amount, if any, due the Contractor as a result of the termination and pay the amount determined. If the Contractor does not agree that the amount determined by the Engineer is fair and reasonable and if the Contractor gives notice of such disagreement to the City in accordance with this subsection, within 30 days of receipt of payment, then the amount due shall be as later determined by arbitration, if the City and the Contractor agree thereto, or as fixed in a court of law.

**ADD: 6-5.4 Payment to the Contractor Due to Termination.** Subject to 6-5.3, "Termination Settlement" the Contractor and the Engineer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The agreed amount, whether in accordance with this subsection or 6-5.5, "Failure to Agree on Payment," exclusive of costs shown in 6-5.5, "Failure to Agree on Payment," subparagraph C, may not exceed the total dollar amount authorized by the City as reduced by (1) the amount of payments previously made; and (2) the Contract Price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Subsection 6-5.5, "Failure to Agree on Payment," shall not limit, restrict, or affect the amount that may be agreed upon to be paid in accordance with this subsection.

**ADD: 6-5.5 Failure to Agree on Payment.** If the Contractor and the City fail to agree on the whole amount to be paid because of the termination of Work, the City will pay the Contractor the fair and reasonable amounts determined in good faith by the City as follows, but without duplication of any amounts agreed on in accordance with 6-5.4, "Payment to Contractor Due to Termination" above:

- a) The Contract Price for completed services accepted by the City not previously paid for adjusted for any saving of freight and other charges.
- b) The total of:
  - i. The costs incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to services paid or to be paid in accordance with 6-5.6, "Failure to Agree on Payment";
  - ii. The fair and reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision "a", above;
  - iii. A sum, as provided in subdivision "a", above, determined by the Engineer to be fair and reasonable under the circumstances; however, if it appears that the Contractor would have sustained a loss on the entire contract, had it been completed, the City will allow no profit and shall reduce the settlement to reflect the indicated rate of loss.
  - iv. The reasonable costs of settlement of the Work terminated, including:
    - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination of settlement proposals and supporting data;
    - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of property in which the City has or may acquire an interest.

**ADD: 6-5.6 Payment for Property Destroyed, Lost, Stolen, or Damaged.** Except to the extent that the City expressly assumed the risk of loss, the Engineer shall exclude from the amounts payable to the Contractor in accordance with 6-5.5, "Failure to Agree on Payment", the fair value, as determined by the Engineer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the City.

**ADD: 6-5.7 Determination of Amount Due the Contractor.** In arriving at the amount due the Contractor in accordance with this section, there shall be deducted:

- a) all un-liquidated advance or other payments to the Contractor under the terminated portion of this contract;
- b) any claim which the City has against the Contractor under this contract; and
- c) the agreed price for or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this section and not recovered by or credited to the City.

**ADD: 6-5.8 Partial Termination.** If the termination is partial, the Contractor may file a proposal with the Engineer for an equitable adjustment of the price(s) of the continued portion of the Contract. The City will make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this section shall be requested within 90 days from the effective date of termination, unless extended, in writing, by the Engineer.

**ADD: 6-5.9 Partial Termination Payments.** The City may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract if the Engineer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

If the total payments exceed amounts finally determined to be due, the Contractor shall repay the excess to the City upon demand, together with interest. Interest shall be at a rate of 6% per annum compounded daily and shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or disposition, or a later date determined by the Engineer because of the circumstances.

**ADD: 6-5.10 Records and Documents Relating to Termination.** Unless otherwise provided in the Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs, expenses, and settlement under this contract. The Contractor shall make these records and documents available to the City, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Engineer, photographs, microphotographs, and other authentic reproductions may be maintained instead of original records and documents.

**ADD: 6-5.11 Rights of the City Preserved.** Where the Contract has been terminated by the City in accordance with 6-5, "Termination of Contract" the termination will not affect any rights or remedies of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies paid to the Contractor by the City shall not release the Contractor from liability.

## **6-6 DELAYS AND EXTENSIONS OF TIME.**

### **6-6.1 General.** ADD the following:

Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer, in writing, of the probability of the occurrence of such delay and its cause.

It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him to have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

**ADD: 6-6.1.1 Damages Caused By Act Of God.** As provided in §7105 of the California Public Contract Code, if this contract is not financed by revenue bonds, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an Act of God, in excess of 5% of the Contract Price if:

- a) the Project damaged was built in accordance with the Contract requirements, and
- b) there are no insurance requirements in the Contract for the damages.

**ADD: 6-6.3.1 City Right to Stop Work.** The City, may, at any time and without cause, suspend the Project or any portion thereof for a period of not more than 90 days by written notice to the Contractor. The Contractor shall resume the Project on receipt from the City of a notice of resumption of Work.

The City reserves the right to shut down any trenching operation if the Contractor is not proceeding within a reasonable period of time to restore the pavement and clean up after himself. A reasonable period of time is considered to be 5 Working Days after backfilling any trench excavated in public streets. The period of time allowed will be determined by the Engineer and is not subject to dispute by the Contractor.

**ADD: 6-6.5 Contract Time Extension and Schedule Analysis.** A claim for extension in Contract Time will not be granted unless the Contractor can demonstrate through a Critical Path Method (CPM) analysis of the Schedule's critical path(s) that the increases in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.

Fragnet is a group of schedule network activities representing a delay or change event. The Schedule analysis shall use delay fragnets to show the impact of the Work that is the basis of the Claim on specific impacted critical path Schedule activities.

Where the Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay to a "critical path" activity beyond the control of both the City and the Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the Project due to such delay shall be the Contractor's sole and exclusive remedy for such delay.

The City may elect, at its sole discretion, to grant an extension in Contract Time, without the Contractor's request, because of delays or other factors.

**ADD: 6-6.6 The City Not Liable.** In no event shall the City be liable to the Contractor or other parties for damages arising out of or resulting from (i) delays caused by or within the control of the Contractor, or (ii) delays beyond the control of both parties e.g., fires, floods, epidemics, abnormal weather conditions, acts of God, war, or terrorist attack, closure of the City facilities mandated by State or Federal agencies, or acts or neglect by utility owners or other contractors performing other work as contemplated by Section 7, "RESPONSIBILITIES OF THE CONTRACTOR.

**ADD: 6-6.7 Event of Force Majeure (Event).** Any party to this contract may be excused for any delay or failure to perform its duties and obligations except for obligations to pay money, caused by and to the extent that such failure or delay is caused by an Event.

If an Event causes a delay or failure in performance of only a portion of the obligations of a Party, then only that portion of performance which was delayed or prevented by such cause shall be deemed excused. Performance of all other obligations of a Party shall not be excused by an Event. Any delay or failure to perform shall only excuse the Party for a period no longer than the delay or failure in performance caused by such Event. The Contractor shall not be entitled to damages or additional payment for any delay caused by an Event.

## **6-7 TIME OF COMPLETION.**

**6-7.1 General.** DELETE in its entirety and SUBSTITUTE the following:

Particular attention is directed to the provisions of Section 6-1, "Construction Schedule and Commencement of Work," Section 6-7, "Time of Completion," and Section 6-9, "Liquidated Damages" of the Standard Specifications.

After the Contract has been approved by the City, and a written Notice to Proceed has been issued to the Contractor, the Contractor shall start the Work within 10 working days after the date specified in said Notice to Proceed.



Said Work shall be diligently prosecuted to completion before the expiration of:

### **30 WORKING DAYS**

From the date specified in the Notice to Proceed issued by the City. Said time of completion does not include time associated with ordering long lead-time items. Contractor shall refer to Section 4-2 of these Special Provisions for requirements associated with ordering long lead-time items.

In accordance with Section 6-9, "Liquidated Damages," and as set forth in the Agreement, the Contractor shall pay to the City as liquidated damages the sum set forth in the Agreement per day for each and every calendar days delay in finishing the Work in excess of the number of working days prescribed above.

The following shall be included in the stipulated Contract Time: Any number of Working Days required for walk through and preparation and completion of Punchlist items specified in 6-1, "Construction Schedule and Commencement of the Work."

If the Contract Documents require the Contractor to prepare engineered Traffic Control Plans (TCP) prior to the issuance of the NTP, the Contractor is entitled to an additional 20 Working Days to prepare and obtain approval of the TCP. These 20 Working Days include time for preparation of the TCP and the City's review. If the Contractor chooses to exercise this right, the Contractor shall inform the Engineer at the Pre-Construction meeting. In no event shall the NTP be issued more than 20 Working Days from the Pre-Construction meeting.

The Contractor may choose at any time after the Pre-Construction meeting to request the Engineer's approval to start Work in other areas that do not require engineered TCP. In this case, the Contractor shall forfeit the 20 Working Days to prepare the engineered TCP, and the NTP will be issued. The engineered TCP shall be done concurrently and no additional time will be granted.

**6-7.2 Working Days.** DELETE in its entirety and SUBSTITUTE the following:

A working day is any day within the period between the date of the start of the Contract time as specified in Section 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday,
2. Sunday,
3. Any day designated as a holiday by the City,
4. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association,
5. Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in Section 6-6.1, or
6. 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 specified in Section 6-6.1.

**6-7.3 Contract Time Accounting.** After the Second sentence ADD the following:

The Engineer's periodic report for Contract Time accounting will be issued at least once a month.

**6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.** DELETE second paragraph in its entirety and SUBSTITUTE the following:

The Contractor's obligation to perform and complete the Work in accordance with the Contract shall be absolute. Neither any payment by the City to the Contractor, nor any use or occupancy of the Work or any part thereof by the City, nor any review of a Shop Drawings and Working Drawing or sample submittal, will constitute an acceptance of Work or any portion of it.

If the Engineer finds materials, equipment, or workmanship which does not meet the terms of the Contract, the Engineer will prepare a Punchlist and submit it to the Contractor. If, in the Engineer's judgment, the Work has been completed, the Engineer will file a NOC with the County Recorder.

**ADD: 6-8.1 Defective Work.** If the Work, or any part thereof, is found to be defective, whether or not manufactured, fabricated, installed, completed or overlooked and accepted by the City, the Contractor shall, promptly and in accordance with the written instructions of the City e.g., a "punchlist" and within the reasonable time limits stated therein, either correct such defective Work, or, if it has been rejected by the City, remove it from the Site and replace it with non-defective and conforming Work.

If, upon notice, the Contractor fails to immediately correct the Defective Work, or the Contractor fails to correct the Defective Work in a manner conforming to the Contract Documents, the City may order the Contractor to stop all or part of the Project; however, the City's right to stop the Project shall not give rise to any duty on the part of the City to stop Work for the benefit of the Contractor or any other party. The Contractor shall bear all direct and indirect costs and damages that result from the City's stop work notice.

The City may determine in its sole discretion to accept Defective Work in lieu of requiring the Contractor to correct or remove and replace the Defective Work. However, the Contractor shall bear all direct and indirect costs of the Defective Work, and the diminished value to the Project, as determined by the City evaluation. If the City's acceptance of Defective Work occurs prior to Final Payment, the City will issue a Change Order incorporating the necessary revisions in the Contract Documents with respect to the Defective Work and affording the City the appropriate decrease in the Contract Price.

If the Contractor fails to correct, remove, or replace Defective Work within 5 Working Days from the date of written notice from the City, the City may proceed expeditiously with any correction of Defective Work undertaken in accordance with this section. The City may remedy at a sooner time in the event of an emergency. The City may remedy

after 5 Working Days from the date of written notice when the Contractor fails to correct the Defective Work in accordance with the Contract Documents, or when the Contractor fails to comply with any other provision of the Contract Documents.

When undertaking remedial action under this section, the City may: exclude the Contractor from all or part of the Site; take possession of all or part of the Work, and suspend the Contractor's Work and or Services related thereto; and incorporate into the Project all materials and equipment stored at the Site or for which the City has paid but the Contractor has stored elsewhere.

The Contractor shall pay for any claims, costs, losses, and damages incurred by the City in remedying any deficiency e.g., all costs of repair or replacement of Defective Work and all costs of repair of any other Work on the Project destroyed or damaged by correction, removal, or replacement of the Contractor's Defective Work.

The Contractor shall not be allowed an extension of the Contract Time or Milestones because of any delay in the performance of the Project attributable to the City's undertaking remedial action to correct Defective Work.

For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if the Contractor fails to correct the defective work listed on the City's "punchlist" within 45 days after the Contract duration, the Contractor shall be responsible for reimbursing the City for all costs to provide inspection services required to monitor Work beyond the 45 days. The Contractor shall be billed for this at the Contract Liquidated Damages rate.

**ADD: 6-8.2 Warranties.** As a precedent to final inspection, required by the Contract Documents, the Contractor shall deliver to the City all the manufacturers' warranties required by the Contract Documents, with the City named as beneficiary. For all equipment and machinery bearing a manufacturer's warranty that extends for a longer period of time than the Contractor's warranty, the Contractor shall secure and deliver the warranties to the City in the same manner.

The Contractor's warranty shall be in addition to the manufacturers' and suppliers' standard warranties, special warranties, or special warranties of longer durations as may be required.

If the Contractor completes the Project or portions thereof prior to the time the NOC are issued, the Contractor shall preserve equipment by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations.

#### **6-8.2.1 Format Requirements.**

- a) Written warranties, except manufacturer's standard printed warranties, shall be on the Contractor's and its agents', material suppliers', installers', or manufacturers' own letterhead, addressed to and for the benefit of the City. Warranties shall be

submitted in the format described in this section, modified as approved by City to suit the conditions pertaining to the warranty.

- b) The Contractor shall obtain warranties, executed in triplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of Work. Except for items put into use with City's permission with date mutually agreed upon in writing, The Contractor shall ensure the beginning time of warranty is the Project Completion date.
- c) The Contractor shall verify that documents are in proper form, contain full information, and are notarized.
- d) The Contractor shall verify that warranties are signed by both The Contractor and the appropriate agent.
- e) The Contractor shall retain warranties until the time specified for submittal to City.
- f) The warranties shall be provided to City with a neatly typed Table of Contents, identifying each warranty with the number and title of the applicable specification section requiring the warranty and the name of the product or Work item.
- g) Each warranty shall be separated with index tab sheets keyed to the Table of Contents listing. Complete information shall be provided, using separate typed sheets as necessary. The information shall include a list of Subcontractors, supplier, and manufacturer, with name, address and telephone number of responsible principal.

**ADD: 6-8.3 Requirements Preparatory To Requesting a Walk-through.** Walk-through is the procedure used by the City to generate a Punchlist prior to Acceptance.

The following items shall be required prior to requesting a walk-through:

- a) Remove temporary facilities from the Site.
- b) Thoroughly clean the Site.
- c) Provide completed and signed Red-lines in accordance with 2-5.4, "Red-lines Drawings."
- d) Provide all material and equipment maintenance and operation instructions and/or manuals.
- e) Provide all warranties and guarantees required by the Contract Documents.
- f) Provide all tools which are a permanent part of equipment installed in the Project.
- g) Provide and properly identify all keys, construction and permanent.

- h) Provide all final Special Inspection reports required by the Uniform Building Code.
- i) Provide all certificates for materials, back-flows, glulam beams, underground storage tanks, etc.
- j) Provide all items that this contract requires to be supplied as extra stock. All items shall be wrapped, sealed, or placed in a container as necessary to allow for storage by the City for future use. The amount specified in this contract shall be verified by the City and the Contractor.
- k) Ensure all EOCP documents and certified wage rate documents (if applicable) have been submitted from the beginning of the job to complete close-out.

**ADD: 6-8.4 Walk-through and Punchlist Procedure.** The following procedure outlines the steps to be taken upon the Contractor's assertion that the Project is complete:

- a) When the Contractor considers that the Work and Services are complete, the Contractor shall in writing notify the City that the Project is complete and request that the City perform a walk-through for generation of a Punchlist. The Contractor shall notify the City at least 7 days in advance of the time the walk-through is to be performed.
- b) The City will determine if the Contractor is ready for a walk-through by verifying whether the Contractor has provided or completed all items as required by 6-8.1, "Defective Work," whether the Contractor has obtained the applicable certifications, and by evaluating completeness by inspecting the Project and the specified Work required by the Contract Documents.
- c) If the Work includes underground sewer conduit installations, the inspection will include televising in accordance with 306-1.4.8, "Televising Sewer Mains and Storm Drains."
- d) The City will facilitate a walk-through.
- e) The Contractor shall make available at the Site for walk-through attendees the plans and specifications and the technical data such as submittals and equipment manuals.
- f) The City will generate the Punchlist within 15 Working Days from the date of the walk-through and submit it to the Contractor. The City will not provide a preliminary Punchlist.
- g) If the City begins to generate a Punchlist and finds the Project is not substantially complete as defined herein, the City will terminate the walk-through and notify the Contractor in writing.

- h) If, at any time during the City's evaluation of the corrective Work required by the Punchlist, the City discovers that additional corrective Work is required, the City may include that corrective Work in the Punchlist. The Contractor shall be solely responsible for the Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
- i) The City will meet with the Contractor until all Punchlist items are corrected. If the Contractor takes longer than 30 Working Days to complete the corrective Work, the Project shall be subject to re-evaluation.
- j) During the 35 day stop notice/lien period which commences on the date the NOC is recorded, the Contractor shall submit to the City the retention billing with a "Release of Claims" form.
- k) Upon Final Completion, the Contractor shall assemble and deliver to the City all records, documents, warranties, bonds, guarantees, maintenance and service agreements, and maintenance and operating manuals. Written warranties, except manufacturer's standard printed warranties, shall be on the Contractor's and the Contractor's agents, material suppliers, installers, or manufacturer's letterhead, addressed to the Contractor. Warranties shall be submitted in the format described in this section, modified as approved by the City to suit the conditions pertaining to the warranty.

**ADD: 6-8.5 Correction of Work During Warranty.** If within one year (or a longer applicable warranty period) after the date for commencement of warranties under the Contract Documents, any item of the Work is found to be Defective Work, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor a specific written acceptance of such condition after the City has been specifically informed in writing by the Contractor that the condition is not in accordance with the Contract Documents. This period of one year (or a longer applicable warranty period) shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

**6-9 LIQUIDATED DAMAGES.** DELETE in its entirety and SUBSTITUTE the following:

**6-9.1 General** Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in Sections 6-9.2 and 6-9.3.

The City shall withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work. Liquidated damages for all work except plant establishment are as shown in the following table:

Total bid		Liquidated damages per day
From over	To	
\$0	\$50,000	\$1,200
\$50,000	\$120,000	\$1,500
\$120,000	\$1,000,000	\$1,900
\$1,000,000	\$5,000,000	\$3,000
\$5,000,000	\$10,000,000	\$5,400

### **Liquidated Damages**

If all work except plant establishment is complete and the total number of working days have expired, liquidated damages are \$950 per day.

**6-9.2 Failure to Complete Work Parts within Specified Times.** The Engineer may deduct specified damages from payments for each day in completing a work part beyond the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Engineer does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

### **6-9.3 Failure to Complete Work Parts by Specified Dates**

The Engineer may deduct specified damages from payments for each day in completing a work part beyond the specified completion date for the work part.

Damages for untimely work part completion may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Engineer does not simultaneously assess damages for untimely work part completion and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

**6-9.4 Contractor's acknowledgement of Liquidated Damages.** Execution of the Contract shall constitute agreement by the City and Contractor that the sum specified herein this Section 6-9.1 is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

**6-10 USE OF IMPROVEMENT DURING CONSTRUCTION.** ADD the following:

For equipment or parts of Work possessed and partially utilized by the City, the warranty period shall commence on the date agreed to by the City in writing.

**ADD: 6-11 RIGHT TO AUDIT.**

**6-11.1 The City's Right.** The City retains the right to review and audit, and the reasonable right of access to the Contractor's and all Subcontractor's premises to review and audit the Contractor's compliance with the provisions of this contract (City's Right). The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Contractor's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in strictest confidence.

**6-11.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines is necessary to discover and verify that the Contractor is in compliance with all requirements under this contract.

**6-11.2.1 Cost Audit.** If there is a claim for additional compensation or for changes in Work, the City's Right to Audit includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation or for changes in the Work have been submitted.

**6-11.2.1.1 Accounting Records.** The Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the construction industry. The Contractor shall make available to the City for review and audit all Project related accounting records and documents, and any other financial data. Upon the City's request, the Contractor shall submit exact duplicates of originals of all requested records to the City.

**6-11.3 The City's Right -Binding on Subcontractors.** The Contractor shall include the City's Right in accordance with 6-11, "RIGHT TO AUDIT" in any and all of their subcontracts, and shall ensure that 6-11, "RIGHT TO AUDIT" is binding upon all Subcontractors.

**6-11.4 Compliance Required Before Mediation and Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in 3-6, "DISPUTE RESOLUTION PROCESS" is the Contractor's full compliance with 6-11, "RIGHT TO AUDIT" within 60 days of the date on which the City mails a written request to review and audit compliance.



**6-11.5 Access to Records on Federally Funded Projects.** The Contractor shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than 5 years after grantees or sub-grantees make Final Payments and all other pending matters are closed; and allow access to said records by the grantee, sub-grantee, the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representatives.

- END OF SECTION -

## **SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR**

**7-2.2 Laws.** ADD the following sentence to the last paragraph:

For contracts subject to payment of prevailing wages, the Contractor shall submit certified payrolls weekly to the City reflecting the wages of all the Contractor and Subcontractor employees engaged in the Work.

**7-3 LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE the following:

The insurance provisions herein shall not be construed to limit the Contractor's indemnity obligations contained in this contract.

**ADD: 7-3.1 Policies and Procedures.** The Contractor shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by the Contractor, the Contractor's agents, representatives, officers, employees or subcontractors.

At a minimum, on all contracts, Commercial General Liability, Commercial Automobile Liability, and Worker's Compensation insurance shall be provided. Depending upon the type of construction, nature and location of the Work, the Engineer reserves the right to require the additional policies of insurance related to:

Contractors Pollution Liability Insurance

Contractors Hazardous Transporters Pollution Liability Insurance

**Builders Risk (REQUIRED FOR THIS CONTRACT)**

Architects and Engineers Professional Insurance (Errors and Omissions Insurance)

If the Contractor determines these insurance policies are not applicable to the Work, the Contractor shall request the Engineer's waiver of a requirement to submit these insurance policies within 5 working days receipt of City's Notice of Award. All required insurance policies must be returned with the Contractor's executed Agreement.

The Contractor shall maintain this insurance for the duration of this contract and at all times thereafter when the Contractor is correcting, removing, or replacing Work in accordance with this contract. The Contractor's liabilities under this contract, e.g., the Contractor's indemnity obligations, shall not be deemed limited to the insurance coverage required by this contract.

Payment for insurance shall be included in the various items of Work as bid by the Contractor, and except as specifically agreed to by the City in writing, the Contractor shall not be entitled to any additional payment. The Contractor shall not begin any work under this contract until it has provided and the City has approved all required insurance. Policies of insurance shall provide that the City is entitled to 30 days (ten days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage

is a material element of this contract and the Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

**ADD: 7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.** Commercial General Liability Insurance written on the current version of the ISO Occurrence form CG 00 01 12 04 or an equivalent form providing coverage at least as broad. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage)
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this contract.
- (d) \$1,000,000 umbrella or excess liability.
- (e) Umbrella or excess policy shall follow form over the Contractor's General Liability coverage and shall provide a separate aggregate limit for products and completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

**7-3.2.2 Commercial Automobile Liability Insurance.** The Contractor shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned and hired automobiles ("Any Auto"). All costs of defense shall be outside the limits of the policy.

**7-3.2.3 Commercial Pollution Liability Insurance.** The Contractor shall procure and maintain at its expense require its subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. Any such insurance provided by a subcontractor instead of the Contractor shall be approved separately in writing by the City. Approval of a substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be

performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.

Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies shall continue to be maintained for 12 months after the completion of the Work under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.** The Contractor shall provide at its expense or require its subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of the Contractor shall be approved separately in writing by the City. Approval of the substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.

Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies shall continue to be maintained for 12 months after the completion of the Work under this contract without advancing the retroactive date. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**7-3.2.5 Contractors Builders Risk Property Insurance. (SPECIAL NOTE: Builders Risk Property Insurance is required for this contract).** The Contractor shall provide

at its expense, and maintain until Final Completion and Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.

Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site, and shall cover material or portions of the Work in transit.

The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.

The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insureds, and shall name the City, the Contractor, Subcontractors, and suppliers of all tiers as named insureds. The City as Trustee shall collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and shall apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.

Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for all insureds. The City shall be entitled to 100% of its loss. Any portion of that loss not covered because of a deductible shall be paid to the City by the Contractor at the same time the proceeds of the insurance are paid to the City as trustee.

Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**7-3.2.6 Railroad Protective Liability Insurance.** Railroad protective liability insurance shall be required for any work located on or within 200 feet of an existing railroad right-of-way, unless otherwise specifically waived by the Engineer. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, the Contractor may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

**ADD: 7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "B+, VII" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Eligible Surplus Lines Insurers (LESLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**ADD: 7-3.4 Evidence of Insurance.** The Contractor shall furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and shall furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all insurance policies required herein.

**ADD: 7-3.5 Policy Endorsements.**

#### **7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.** To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insureds. The additional insured coverage for Projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of: (a) Ongoing operations performed by the Contractor or on the Contractor's behalf, (b) Your products, (c) Your work, e.g., the Contractor's completed operations performed by the Contractor or on the Contractor's behalf, or (d) premises owned, leased, controlled, or used by the Contractor; the coverage for Projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of: (a) Ongoing operations performed by the Contractor or on the Contractor's behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by the Contractor.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Contractor's insurance and shall not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

### **7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insureds, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

### **7-3.5.3 Contractors Pollution Liability Insurance Endorsements.**

**7-3.5.3.1 Additional Insured.** The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by the Contractor or on the Contractor's behalf, (b) the Contractor's products, (c) the Contractor's work, e.g., the Contractor's completed operations performed by the Contractor or on the Contractor's behalf, or (d) premises owned, leased, controlled, or used by the Contractor; Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of Section 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and

representatives shall be in excess of the Contractor's insurance and shall not contribute to it.

**7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

#### **7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**7-3.5.4.1 Additional Insured.** The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by the Contractor or on the Contractor's behalf, (b) the Contractor's products, (c) the Contractor's work, e.g., the Contractor's completed operations performed by the Contractor or on the Contractor's behalf, or (d) premises owned, leased, controlled, or used by the Contractor; Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Contractor's insurance and shall not contribute to it.

**7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.



### **7-3.5.5 Builders Risk Endorsements.**

**7-3.5.5.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

**7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Final Completion in accordance with this contract, the City shall notify the Contractor and the Contractor shall immediately notify its Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. The Contractor shall obtain the endorsement prior to the City's occupation and use.

**ADD: 7-3.6 Deductibles/Self-Insured Retentions.** The Contractor shall be responsible for the payment of all deductibles and self-insured retentions. Deductibles and self-insured retentions shall be disclosed to the City at the time the evidence of insurance is provided.

**ADD: 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse Contractor, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the City but not required by this contract.

**ADD: 7-3.8 Notice of Changes to Insurance.** The Contractor shall notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**ADD: 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

**ADD: 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance)** – For contracts with required engineering services (e.g., preparation of engineered Traffic Control Plans (TCP) by the Contractor) for all of the Contractor's employees or Subcontractors who provide professional engineering services under this contract, the Contractor shall keep or shall require its Subcontractor in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.

The Contractor shall ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of three years after completion of the Project or termination of this contract whichever occurs last. The Contractor agrees that for the time period defined above,

there will be no changes or endorsements to the policy that affect the coverage provided herein

If professional engineering services are to be provided solely by a subcontractor, the Contractor shall (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE the following:

**7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.** In accordance with the provisions of §3700 of the California Labor Code, the Contractor shall provide at its expense Workers' Compensation Insurance and Employers Liability Insurance to protect the Contractor against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by the failure of the Contractor to comply with the requirements of this section. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

By signing and returning this contract the Contractor certifies that the Contractor is aware of the provisions of §3700 of the 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 the Contractor will comply with such provisions before commencing the performance of the work of this contract as required by Section 1861 of the California Labor Code.

**7-4.1.1 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters.** In addition to the Workers' Compensation Insurance required under the General Conditions of this contract, the Contractor shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other federal or state laws, resulting from the Contractor's work in, over, or alongside navigable waters.

**7-4.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

**ADD: 7-5.1 Business License.** The Contractor and all of its subcontractors shall possess a current City business license issued by the City prior to commencement of

the Work, in accordance with Title 5 of the City's Municipal Code. The Contractor shall obtain a Business License from the City of Rialto prior to commencement of work. The Business License can be obtained from the City of Rialto, Business License Office, 150 S. Palm Avenue, Rialto, CA 92376; Phone: (909) 820-2525.

**ADD: 7-5.2 Building Permits.** The Contractor shall obtain the required building permits from the City's Building Official (BO). Any prior approval obtained for the Plans will not in any way waive this requirement.

The Contractor shall be required to request inspections in accordance with the building codes in effect on the permitted plans and by the BO. These inspections will be coordinated at all times through the Engineer. Any work performed without the benefit of the required permit and subsequent inspection shall be removed and replaced at the discretion of the Inspector at no additional cost to the City.

The payment for applying for and obtaining the required permits shall be included in the various Bid items unless a Bid item has been provided.

**ADD: 7-5.3 Caltrans Permit.** When applicable and available, a copy of the draft Caltrans permit is included in the Appendix. The City has applied for the permit and the Contractor shall be responsible for pulling the permit prior to construction and supplying any construction method information to do so to Caltrans. The Contractor shall be responsible for paying permit fees prior to construction, complying with all terms of the permit, and arranging and paying for inspection as required by Caltrans.

The Allowance Bid item for Caltrans Encroachment Permit includes all Caltrans permit fees, Caltrans hourly inspection costs, and all costs to obtain the subject permit. If Bid Item is not provided payment shall be included in the various items of Work.

**ADD: 7-5.4 Construction Activity Permit, California Division of Occupational Safety and Health (DOSH) –** For projects that require excavations greater than 5 feet in depth, the Contractor shall be required to obtain a Construction Activity Permit from the California Department of Industrial Relations, Division of Occupational Safety and Health, for excavation of trenches required for the project. A copy of the Permit shall be provided to the Engineer at the Pre-Construction Conference.

## **7-6 THE CONTRACTOR'S REPRESENTATIVE.** ADD the following:

The designated Contractor's representative shall not be replaced without written notice to the City. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency work which may be required to be performed under the supervision of the Contractor's representative.

The Contractor shall provide the Engineer with a local phone number at which they or their representative may be contacted 24 hours a day.

**ADD: 7-6.1 Project Meetings.** The Contractor's field supervisor e.g., superintendent and Project Manager, shall attend all scheduled construction progress meetings and other Project meetings as required by the Engineer. The City's design staff will attend Project meetings on an as-needed basis to address design issues. Construction progress meetings may be weekly, bi-weekly, or monthly as required by the Engineer. Other Project meetings will be scheduled at the sole discretion of the Engineer.

The Engineer will determine the date(s), time(s), and location(s) for all meetings. The Engineer will be responsible for the meeting agendas and meeting minutes. If any of the Contractor's staff cannot attend, the Contractor shall notify the Engineer a minimum of 24 hours in advance, prior to the start of the scheduled meeting. If the Contractor does not provide the required notification the Contractor shall be financially responsible for the costs of the City staff, consultants, or both that attend. The Contractor will be charged a minimum of two hours of the Engineer's time plus the time of other the City employees or representatives that attend the meeting. Lack of participation from the Contractor will be documented and reported in the Contractor's performance evaluation.

The objective of the meetings is to discuss: (1) the status of submittals, (2) requests for information, (3) progress of schedule, (4) disputed items, (5) non-conformance notices, and (6) new business of importance from any member of the meeting.

**7-6.1.1 Payment.** The payment for the Contractor's attendance of Project meetings shall be included in the various Bid items. All costs assessed to the Contractor for not attending the meetings will be deducted from the monthly invoice.

**7-8.6.1 General.** ADD the following:

This project is subject to the requirements of General Permit No. CAS000002 issued by the State Water Resources Control Board through Order NO. 2009-0009-DWQ. This General Permit regulates discharges of pollutants in storm water associated with construction activity (storm water discharges) to waters of the United States from construction sites that disturb one or more acres of land surface, or that are part of a common plan of development or sale that disturbs more than one acre of land surface. 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. The Contractor shall refer to and comply with all of the terms of the General Construction Permit for Storm Water Dischargers, available for review online at:

[www.waterboards.ca.gov/water\\_issues/programs/stormwater/docs/constpermits/wqo2009\\_0009\\_dwq.pdf](http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo2009_0009_dwq.pdf)

**ADD: 7-8.7 Graffiti Control.** The Contractor shall maintain all Site improvements, including any temporary facilities, equipment or other materials in a graffiti free condition throughout the construction period, until acceptance of the Project by the City. Graffiti encountered on the Site shall be removed by the Contractor within 24 hours.

The payment for graffiti removal shall be included in other items of Work.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** ADD the following:

1. The City reserves the right to repair damages to the City's facilities caused by your operations at your expense.
2. You are responsible for coordinating with property owners for access to be provided to work on the private property.
3. Loop detectors must be replaced within 3 Working Days of completion of work that originally affected the original loop detectors.
4. In any emergency affecting the safety of persons or property, you must act, at your discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work will be determined as provided in SECTION 3, "CHANGES IN WORK."

**ADD: 7-9.1 Video Recording Of Pre-existing Conditions.** The Contractor shall make its own arrangements for video recording all pre-existing conditions of the Site prior to any construction.

Video recording of important aspects of a construction Site shall include, but is not limited to the following:

- a) Property lines
- b) Right-of-way and easement conditions
- c) Utility markings
- d) Survey conditions.
- e) Pavement conditions.
- f) Adjacent property conditions.
- g) Sidewalk, median, curb, and gutter conditions.
- h) Safety conditions.
- i) Unusual conditions or equipment.
- j) Existing canyon conditions (including vegetation) along the pipe corridor;
- k) Striping

The Contractor shall turn over video discs to the City immediately after recording is done in the presence of the Engineer. Disc(s) shall be submitted no later than 30 days from NTP. The Contractor shall not be entitled to any additional Working Days due to delay securing videotaping services.

Unless proven otherwise via the pre-existing video records, the Contractor shall be responsible for the repair of any damage for which a Claim has been submitted.

**7-9.1.1 Payment.** Payment for video recording services shall be included in the various Bid items.

**ADD: 7-9.2 Placements and Removal of Markouts.** Markouts shall not be placed in the public right-of-way more than 30 days prior to the commencement of excavation work perform in connection with an installation.

Markouts shall be removed from all surfaces in the public right-of-way, including decorative surfaces, within 30 days of the completion of the excavation work, if the work is completed.

**ADD: 7-9.3 Existing Pavement Markers and Striping.** The Contractor shall record the location and conditions of the existing pavement markers and striping prior to construction and submit to the Engineer in accordance with 2-5.3, "Submittals." Permanent pavement markers and striping removed or damaged during construction shall be replaced in kind or as noted on the Drawings at the Contractor's expense.

**7-10.1 Traffic and Access.** Before the last paragraph, ADD the following:

The Contractor's right to enter right-of-way owned, operated, occupied, and/or controlled by Railroad shall be subject to the absolute right of Railroad to cause the Contractor's work to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's patrons, employees, and operations.

The Contractor shall obtain a Right of Entry Permit from Railroad prior to entering or constructing on property owned, operated, occupied, and/or controlled by the Railroad. The Contractor shall abide by the terms of the Right of Entry Permit. The terms of the Right of Entry Permit shall govern if there are any conflicts with the Plans and Specifications.

For work requiring coordination with the Railroad, payment for railroad liability insurance, permits, plan review, inspection, flagging, and fees shall be made at the lump sum bid item price for "**Railroad Coordination**," (if indicated), which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved to establish, implement, monitor and maintain railroad insurance and comply with the terms of a Railroad Right of Entry Permit, and no additional compensation shall be allowed therefore.

## **ADD: 7-10.2 Traffic Control.**

**7-10.2.1 Traffic Control Working Drawings.** For those portions of the Work where traffic control Plans are not provided in the Contract Documents and the Special Provisions or the Plans do not require engineered traffic control plans (TCP), the Contractor shall prepare traffic control Working Drawings.

The Contractor shall prepare and submit traffic control Working Drawings, in accordance with 25.3, "Submittals" to the Engineer. The Contractor may use any standard engineering CADD program e.g., MicroStation and AutoCAD to prepare TCP. The Working Drawings shall be of a size and scale to clearly show all necessary details. The traffic control Working Drawing shall be site-specific. Typical plans and sections will not be accepted.

The Contractor shall allow a minimum of 20 Working Days for review of the Working Drawings. If extensive additions or corrections are required, the Engineer will return the marked-up print for corrections and re-submission. If no change or correction is required, the original Working Drawings will be retained by the Engineer. One copy, with the Traffic Control Plan (TCP) approval will be returned to the Contractor. No extension of time will be allowed as a result of the Contractor's failure to properly produce traffic control Working Drawings and to schedule the Work.

**7-10.2.2 Engineered Traffic Control Plans Provided by the Contractor.** If the Contract Documents require engineered TCP, the Contractor shall submit "D" sheet TCP's in accordance with 2-5.3. The engineered TCP shall be prepared by a Professional Engineer (i.e., Traffic or Civil) registered in the State of California.

The drawings shall be prepared with Computer Aided Design and Drafting (CADD) standards. The Contractor may use any standard engineering CADD program e.g., MicroStation and AutoCAD to prepare TCP. TCP shall be site specific. Typical plans and sections will not be accepted.

The Contractor shall coordinate with the Engineer for the development and approval of the TCP. A Traffic Control Approach shall be approved by the City prior to the Contractor preparing the TCP. TCP shall be prepared in accordance with the Traffic Control Approach. The Contractor shall allow a minimum of 20 Working Days for City's review of each TCP submitted in accordance with 2-5.3, "Submittals." If extensive additions or corrections are required, the Engineer will return the marked-up print for corrections and re-submission. If no changes or corrections are required, the original engineered drawings will be retained by the Engineer. One copy will be returned to the Contractor. No extension of time will be allowed as a result of the Contractor's failure to properly produce TCP and to schedule the Work.

Architects and Engineers Professional Insurance in accordance with 7-3.10, "Architects and Engineers Professional Insurance (Errors and Omissions Insurance)" shall be required for Work including engineered "D" size TCP by the Contractor.

**7-10.2.3 Traffic Control Permit.** The Work shall not begin in the public roadway without the approved traffic control encroachment permit. The traffic control plans, including any as part of the Plans or developed by the Contractor, are not valid until Work dates are approved and a traffic control encroachment permit is issued by the City.

The Contractor shall coordinate the traffic control permit application submittal with the Work so that no items of Work will be delayed. To obtain a traffic control permit, the Contractor shall call the Engineer for an appointment a minimum of 2 Working Days prior to starting Work (5 Working Days when the Work will affect a traffic signal). The Contractor shall provide 2 copies of the traffic control drawings as provided in the Contract Documents or prepared by the Contractor at the time of the appointment. Upon approval of the Contractor's plans, the Engineer will issue the permit.

**7-10.2.4 Traffic Control Devices.** The Contractor shall furnish, install, and maintain the traffic control devices as shown on the traffic control permit and approved TCP's, and any additional traffic control devices as may be required to ensure the safe movement of vehicles and pedestrians, and to provide for the safety of construction workers. The Contractor shall maintain existing traffic control signs and traffic signals in their proper location on temporary mounting supports until permanent signs or signals are restored. The Contractor shall use traffic control devices in accordance with the latest California MUTCD (Manual on Uniform Traffic Control Devices). The name of the Contractor or Supplier who owns the traffic control devices shall be clearly noted on each device.

Barricades used at night shall be equipped with flashing lights. Signs used at night shall be reflectorized with a material that has a smooth, sealed outer surface, or illuminated to show approximately the same shape and color day and night. Internally or externally illuminated signs shall be used where there is significant interference from extraneous light sources and reflectorized signs will not be effective. External light sources shall be properly shielded to protect drivers from glare. Street lighting is not adequate for sign illumination.

Traffic control devices shall conform to the following unless otherwise shown on the traffic control permit:

- a) The working hours shall be between 7:00 A.M. and 5:00 P.M. if construction is to be performed in phases; all work shall be completed in each phase prior to beginning work on the next phase. Approval of traffic drawings for hours outside of these does not constitute a guarantee that inspection will be available in accordance with 2-11, "INSPECTION."
- b) Equipment, material, or debris shall not be stored or remain in the public right-of-way without prior approval by the Engineer.
- c) Travel lanes shall be 12' wide, minimum. For lane closures on roadways with bike lanes, the rightmost travel lane shall be fourteen 14' wide, minimum.



- d) Flashing arrow boards shall be used when the posted speed is 40 mph or more, or when curvature of the roadway limits visibility.
- e) The Contractor shall maintain cross traffic and turning moves at the intersections.
- f) Trenches shall be backfilled or trench-plated at the end of each work day. An asphalt ramp shall be placed around each trench plate to prevent the plate from being dislodged. Upon completion of excavation backfill, the Contractor shall provide a satisfactory surface for traffic. Portable concrete barrier (K-rail), additional noticing, and other items may be required when trenching cannot be secured overnight by backfilling or trench-plating.
- g) The Contractor shall repair or replace traffic control devices, loop detectors, and traffic signal equipment damaged or removed as a result of operations and not designated for removal. Repairs and replacements shall be equal to existing improvements. Loop detectors shall be replaced within 3 Working Days of work that originally affected the original loop detectors.
- h) The Contractor may use the parking lane while working next to the curb. The Contractor shall post "TOW-AWAY/NO PARKING" signs 24 hours in advance for temporary parking removal. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, the Contractor shall call Police Dispatch (909) 820-2525 to enforce the Tow-Away notice.
- i) The Contractor shall provide for a safe 4-foot wide pedestrian walkway along entire length of construction area.
- j) Access to private property shall be maintained to the greatest extent practicable. The Contractor shall minimize the time periods that driveways will be closed, and shall minimize inconvenience to the driveway users. When a driveway or pedestrian access is to be closed, the Contractor shall notify the property owner and tenants a minimum of 5 Working Days prior to closure, and shall explain to the owner or occupant when the closure is to start and how long the Work will take. The Contractor shall obtain the Engineer's approval of the notice format prior to notice release.
- k) The Contractor shall post signs notifying the public a minimum of 5 Working Days prior to closure, or detour, of streets.
- l) The Contractor shall maintain full width of all traffic lanes of the existing roadway during non-working hours and on Saturday, Sunday, designated holidays, and when construction operations are not actively in progress on Working Days. The Contractor shall keep the streets in and adjacent to the construction area clean.

- m) When constructing a new roadway, the Contractor is to install and maintain Type III barricades with flashing yellow lights and “Road Closed” signs, chain link fences, or both until the new or improved roadway is accepted by the Engineer.

The Contractor shall notify OmniTrans at (800) 9-OMNIBUS, a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops.

The Contractor shall submit proposed changes to and deviations from the traffic control plan permit for the Engineer’s approval. Prior to implementation, the Engineer will observe the implementation of traffic control plans and reserves the right to require the Contractor to make changes as field conditions warrant. The Engineer may approve the changes to the traffic control plan permit or if directed in writing by the Engineer, the Contractor shall call the Engineer for an appointment, to request a revision to the traffic control plan permit. Such changes shall supersede the original traffic control plan permit.

**7-10.2.5 Traffic Control for Resurfacing and Slurry Sealing.** Temporary reflective pavement markers shall be placed on all roadways with painted centerline immediately upon completion of the resurfacing or slurry sealing and shall be removed only for new permanent pavement striping.

**7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing.** The Contractor shall provide the Engineer at the Pre-Construction Meeting “NO PARKING - TOW-AWAY ZONE” signs for the resurfacing and/or slurry seal portion of the Work. The Contractor shall furnish the “NO PARKING - TOW-AWAY ZONE” signs and pedestals for posting on sidewalks and streets. The “NO PARKING - TOW-AWAY ZONE” signs shall be mounted on suitable pedestals, such as tripods and barricades. Signs shall be posted every 50’ on both sides of the block affected by the proposed resurfacing, slurry sealing, or both.

The Contractor shall affix to each “NO PARKING - TOW-AWAY ZONE” sign cards with 2-inch high letters stating the day(s) of the week parking is prohibited, as well as the Contractor’s company name and telephone number. The “NO PARKING - TOW-AWAY ZONE” signs shall be removed immediately following the completion of the resurfacing, slurry sealing, or both.

For each street block segment scheduled for slurry sealing or resurfacing, the posted parking prohibition shall be for 2 consecutive Working Days. The Contractor shall schedule the slurry sealing on the first posted Working Day, unless approved by the Engineer. The second posted Working Day shall be reserved for emergency work, and may be used only with the approval of the Engineer. Street block segments which are not completed by the second posted Working Day shall be rescheduled. “NO PARKING - TOW-AWAY ZONE” signs shall be placed no less than 48 hours in advance and no more than 72 hours in advance of the scheduled slurry sealing. Street block segments which are not completed by the last posted Working Day shall be rescheduled. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, the

“NO PARKING - TOW-AWAY ZONE” signs shall be removed for a minimum of 24 hours, then reset and re-posted for the appropriate Work date.

The Contractor shall furnish and distribute door hanger notices in sufficient quantities to advise the general public of the scheduled parking prohibitions. The Contractor shall include the company name and telephone number on each door hanger notice. The Engineer shall approve the format of the door hanger notice prior to its distribution. The door hanger notices shall be left on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments to be slurry sealed or resurfaced. Where the front doors of apartment units are inaccessible, door hanger notices shall be distributed to the apartment manager or security officer. The Contractor shall deliver copies of the door hanger notice to a responsible party of commercial buildings, schools, hospitals, churches, and other public buildings. Door hanger notices shall be distributed no less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.

**7-10.2.7 Measurement and Payment.** Payment for traffic control Working Drawings, “D” size TCP, and permits shall be included in the lump sum Bid item for “**Traffic Control**”. If no Bid item is provided, payment shall be included in the various items of Work.

Payment for traffic control devices and any required signs and notices, shall be included in the lump sum Bid item for the “**Traffic Control**,” when provided in the Bid proposal. Traffic control devices which may be required by the City, not included as separate Bid items, shall be included in the payment. If no Bid item is provided, payment for traffic control devices shall be included in the various items of Work.

When included in the Bid proposal, the following traffic control devices will be measured and paid separately:

- a) K-rail will be measured and paid for per linear foot along the top of the rail per location. Maintaining, repairing, replacing, and removing the K-rail, excavation and backfill, drilling holes and grouting threaded rods or dowels when required, removing threaded rods or dowels and filling drilled holes with mortar, and moving and replacing removable panels as required, complete in place, as shown on the Plans, and in accordance with these specifications and the Special Provisions shall be included in the Bid item for K-rail.
- b) Crash cushion modules will be measured per each individual module (barrel), on a one-time basis, for each location shown on the plans. Maintaining, repairing, replacing, and removing the modules, complete in place, as shown on the Plans and in accordance with these specifications and the Special Provisions shall be included in the Bid item for Crash Cushion Modules.
- c) Maintaining, repairing, replacing, and removing the flashing arrow boards and electronic message signs, complete in place, as shown on the plans, and in accordance with these Specifications and the Special Provisions shall be included in

the lump sum Bid item for Flashing Arrow Boards and Electronic Message Signs. Flashing arrow boards and electronic message signs shall be available for use 24 hours per day as required, without any additional payment for time or number of locations unless otherwise required for changed conditions.

**7-10.3 Street Closures, Detours, Barricades.** ADD the following:

Street closures, detours, barricades lights, other safety devices shall conform to current requirements covering "signs" as set forth by Caltrans.

The Contractor shall maintain, whether shown on the plan or not, existing traffic control signs or signals in their proper location on temporary mounting supports until permanent signs or signals are restored.

Traffic control safety devices shall have the owner's name clearly noted.

The payment shall be included in the various items of Bid unless specific Bid Item has been provided.

**7-10.4 Safety.** ADD the following:

The Contractor shall be solely responsible for initiating, maintaining and providing supervision of Safety precautions and programs in connection with the Work, and shall comply with all Applicable Law and regulations and any and all insurance carrier-mandated Safety requirements and programs.

**7-10.4.1 Safety Orders.** ADD the following:

If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, or any of their officers, agents, representatives, or employees.

In non-emergency situations, the Contractor shall back fill trenches and restore roadway for safe night-time traffic usage. No open trenches shall be allowed overnight or during nonworking hours unless prior written approval is received from the Engineer.

**ADD: 7-10.4.5 Emergency Markout.** The Contractor shall place, by spray paint or other method approved by the Engineer, their name and emergency phone number on the trench saw cut for the following day. Payment shall be included in the price Bid for pipeline work.

**ADD: 7-10.4.6 Health and Safety Plan.** The Contractor bears the ultimate responsibility for the health and safety of its employees. These specifications shall not be construed to limit the Contractor's liability nor to assume that the City, its employees or designate, will assume any of the Contractor's liability associated with Site safety considerations. The Contractor shall have a health and safety plan in effect prior to commencement of Work. The plan shall meet all OSHA and other applicable requirements. The plan shall specifically address procedures and protocols that will be followed to monitor for the presence of hazardous atmosphere, possibility for engulfment, gasses due to organic soils or proximity to landfills, exposure to hazardous products such as may be released when grinding, cutting, or torching galvanized or painted surfaces, contaminated soil, and groundwater, and identify response actions that will be taken when these conditions are encountered. This plan shall be provided to the Engineer at least one week before any construction activities begin. The City will not assume any role in determining the adequacy of the plan on behalf of the Contractor.

**ADD: 7-10.4.7 Designation of Safety Coordinator.** The Contractor shall designate a responsible member of its organization, located at the Site, whose duty shall include the prevention of accidents at the Site.

**ADD: 7-10.4.8 Reasonable Precautions.** The Contractor shall take reasonable precautions for the Safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a) Workers and other persons who may be affected thereby;
- b) The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of the Contractor; and
- c) other property at the Site or adjacent thereto, e.g., trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Construction Work.

**ADD: 7-10.4.9 Safeguards.** The Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for Safety and protection, including posting danger signs and other warnings against hazards, promulgating Safety regulations and notifying owners and users of adjacent sites and utilities, and shall comply fully with the requirements of State and/or Federal OSHA.

**ADD: 7-10.4.10 Security.** The Contractor shall furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed. The Contractor shall take all precautions and measures as may be reasonably necessary to secure the Site, the Project, and the Work at all hours, including evenings, Holidays and non-work hours. Such precautions may include provision of security guards. The payment for security shall be included in the various Bid items.

**ADD: 7-10.4.11 Emergencies.** If an emergency arises or appears imminent which may affect the Safety of persons or property, the Contractor shall act immediately to prevent and mitigate actual or threatened damage, injury or loss. Additional costs or extensions of time claimed by the Contractor on account of an emergency not caused by the fault or neglect of the Contractor shall be determined as Extra Work.

**ADD: 7-10.4.12 Concrete Forms, Falsework, and Shoring.** The Contractor shall comply fully with the requirements of §1717 of the Construction Safety Orders, State Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same before the placement of concrete. Where the said §1717 requires the services of a civil engineer registered in the State to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.

**ADD: 7-10.4.13 OSHA/Cal OSHA Citations.** The Contractor shall indemnify the City against fines, reasonable attorneys' fees, and defense costs resulting from citations issued to the City by either the federal, state, or local safety enforcement agencies due to the Contractor's failure to abide by applicable Safety and health standards.

**ADD: 7-10.4.14 Emergency Drills.** The Contractor shall make itself familiar with the emergency evacuation routes and procedures in the event of an emergency. Drills are conducted annually and are scheduled a year in advance. Further information prior to bidding is available upon request from the City's Safety and Security Officer or the Facility Manager(s) for the facility(ies) included in the Project. The information includes a listing of dates for upcoming Emergency Evacuation Drills. Activities shall be reflected in the Schedule. Approved delay times caused by unscheduled drills may be added to the Schedule and treated as Extra Work.

The payment shall be included in the various Bid items unless a Bid item has been provided for Emergency Drills.

**ADD: 7-10.4.15 Playground Safety.** The Contractor shall provide a secured fence around the playground to prevent use or access. The fence shall not be removed until the independent Playground Safety Audit has been done by the Contractor and the City and the City has accepted the playground design and installation and the punchlist items have been completed.

The Contractor shall provide a certification by a National Playground Safety Institute (NPSI) certified playground inspector that the installed equipment is compliant with all applicable codes.

The payment for fencing around the playground and the playground safety audit shall be included in the other Bid items unless a Bid item has been provided.

## **ADD: 7-10.5 Temporary Project Signs.**

**Reserved.**

**ADD: 7-10.6 Traffic Plate Bridging.** The Contractor shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use.

Transverse or longitudinal cuts in the right-of-way that cannot be properly completed within a workday shall be protected by structural steel plate bridging in such a way as to preserve unobstructed traffic flow. Structural steel plates placed over surface voids, such as trenches and other areas to be protected in the public right-of-way shall conform to the following:

- a. Un-restored voids, trenches, holes, excavations, etc., that are in the pedestrian or traveled way shall be protected through the use of adequately designed barricades and structural steel plates that will support legal vehicle loads.
- b. Structural steel plate bridging shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual. See Table 1 - Trench Width / Minimum Plate Thickness.
- c. Steel plates used for bridging shall extend a minimum of 12" (300mm) beyond the edges of the trench.
- d. Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps. Plates shall be installed with the plate laid in reasonably flat plane and all vertical edges transitioned with asphaltic cold-mix or other acceptable ramping device(s) acceptable to the City.
- e. Fine graded asphalt concrete shall be compacted to form ramps with a maximum slope of 8.5% and a minimum of 12" (300mm) taper to cover all edges of the steel plates.
- f. Structural steel plates shall have a skid-resistant surface.
- g. When steel plates are removed, any damage to the pavement shall be repaired with either graded fines of asphalt concrete mix, asphaltic cold mix, concrete slurry or equivalent slurry satisfactory to the Engineer.
- h. The Contractor shall be responsible for maintenance of the structural steel bridging plates, shoring and asphalt concrete ramps.
- i. The trench shall be adequately shored to support the bridging and traffic loads.

- j. Steel Plate Bridging shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed to in a manner that will minimize noise.

When steel plates are placed within the public right of way:

- a) The Contractor's name and 24-hr phone number shall be visible, legible and permanently affixed on each plate or,
- b) The Contractor shall erect sign(s) in the immediate area of the trench plate(s) identifying the Contractors name with a 24-hr phone number. The minimum height of letters and numbers shall be two inches.

The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer or the City's emergency service section of a repair needed. This includes, but is not limited to, plate anchors, cold-mix, asphalt concrete to transition/ramp from the existing roadway or sidewalk to the plate surface and back down.

Failure to respond to the emergency request within two hours will be grounds for the City repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. All Traffic Control Plans currently require prompt repairs of steel plating by the Contractor. Lack of Contractor conformance may be automatic grounds for suspension of their permit, Contract, or both.

The following table shows the required minimal thickness of steel plate bridging required for a given trench width:

Table 1 - Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

Note: For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the City.



A Rough Road sign (W33) with black lettering on an orange background may be used in advance of structural steel plate bridging.

Payment for steel plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

#### **ADD: 7-10.9 Site Maintenance.**

**7-10.9.1 Sanitation.** The Contractor shall provide and maintain enclosed toilets for the use of the Contractor and City's officers, employees or agents. The Contractor shall keep these accommodations in a neat and sanitary condition, and shall ensure they comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

**7-10.9.2 Use of Site.** The Contractor shall, prior to on-site testing and inspection activities and prior to on-site mobilization for demolition and construction, prepare a Mobilization Plan for the City's review and approval based upon information provided to the Contractor by the City from time to time concerning the anticipated availability of the Site or portions thereof for tests and inspections to be performed in connection with the preparation of the Order of Magnitude Documents, for remedial work relating to Hazardous Materials and Waste as set forth in the Contract Documents, and for demolition, excavation and construction activities.

The foregoing Mobilization Plan shall be revised from time to time as necessary to incorporate additional information on Site availability provided by the City. The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment. The Contractor shall at all times confine its access and use of the Site to the areas designated by the City from time to time as being delivered and available to the Contractor.

**7-10.9.3 Storage and Staging Areas.** If the Plans designate a staging location within the Project or in close proximity, the Contractor shall utilize such area for their use. Otherwise, storage and staging areas shall be the responsibility of the Contractor. The storage and staging areas shall be as close as possible to the Site. The Contractor shall be responsible for obtaining any permits, leases, or any other items necessary to obtain staging areas.

Trash, oil dumping, storage of hazardous wastes, or construction equipment material and parking, fueling of equipment shall be allowed in the MHPA or other biologically sensitive areas. The Contractor shall ensure the fueling of vehicles occurs only within designated staging areas Using appropriate catch basins and devices.

The Contractor shall meet with the Engineer at the proposed staging area prior to any use of the area to ascertain the existing condition. The Contractor shall be responsible to return the storage and staging area and the adjacent area to an equal or better condition as deemed necessary by the Engineer, at no additional cost to the City.

**7-10.9.3 Water for Construction Purposes.** The Contractor shall purchase all water for construction including water used for initial filling and final flushing of new pipeline.

The Contractor shall make application and pay all costs for temporary water meter and water, as required to:

City of Rialto  
335 West Rialto Avenue  
Rialto, CA 92376  
(909) 820-2602

**7-10.9.4 Payment.** The payment for Site maintenance shall be considered as included in the lump sum bid schedule(s), and no additional compensation will be allowed therefore.

**7-12 ADVERTISING.** ADD the following:

Any advertisement referring to the City as a user of a product, material, or service by the Contractor or any Subcontractor and Supplier is expressly prohibited without prior written approval of the City.

Any advertisement referring to the City as a user of a product, material or service by the Contractor or any Subcontractor and Supplier is expressly prohibited without prior written approval of the Mayor or designee.

**7-13 LAWS TO BE OBSERVED.** ADD the following:

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. The Contractor shall be liable for violations of the law in connection with Work provided by the Contractor.

If the Contractor observes that the Plans, Specifications, or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Engineer in writing of such variance. The City will promptly review the matter and, if necessary, shall issue a Change Order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in questions. The Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules or regulations.

**ADD: 7-13.1 Environmental & Safety Laws.** Following is not an exhaustive list of the laws to be complied with by the Contractor. It is a partial list of some specific laws that the Contractor shall be aware of and comply with. They are added here for convenience as follows:

a) Environmental Protection Agency regulations (40 CFR, Part 15).

- b) Clean Air Act of 1970, e.g., §306 (42 U.S.C. 7606), Executive Order 11738, prohibiting contracting with Clean Air Act violators; and §§608 and 609 (42 U.S.C. 7671g, 7671h) as amended November 15, 1990, prohibiting the intentional release of chlorofluorocarbons into the environment when performing Work.
- c) Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under §[01560], "Temporary Environmental Controls" of the General Requirements.
- d) CAL OSHA 5189 "Process Safety Management," CAL OSHA 3220 "Emergency Action Plan," Federal OSHA 29, CFR 1910, facilities Process Safety Management (PSM) manual, and the City's Risk Management Plan.
- e) Flood Disaster Protection Act of 1973 (42 USC 4001 et seq, as amended).
- f) Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, §6401.7. This Program shall be submitted to the Engineer at the preconstruction meeting.
- g) State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) as set forth in Division 15 of the Public Resources Code of the State.

**ADD: 7-13.2 Nondiscrimination.** The Contractor shall comply with all applicable federal, state and local laws; ordinances, rules, statutes, orders, regulations, or other legal requirements of California; the California Fair Employment and Housing Act; those Laws prohibiting discrimination, on account of race, color, national origin, religion, age, sex or handicaps, e.g.,: zoning, environmental, building, fire and safety codes and coverage, density and density ratios and lien laws existing as of the date of the execution of this contract.

The Contractor shall not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin, and shall comply with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and shall agree to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

The Contractor shall:

1. Establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.
2. Communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. Take affirmative steps to hire minority employees within the company.

**ADD: 7-14 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Contractor agrees to defend, indemnify, protect and hold City, its agents, officers and employees, harmless from and against all claims asserted, or liability established for damages or injuries to any person or property including to Contractor's employees, agents or officers, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the Contractor, its agents, officers and employees. The obligation to indemnify shall be effective even if the City, its agents, officers or employees established passive negligence contributes to the loss or claim. The Contractor agrees that the City may elect to conduct its own defense or participate in its own defense of any claim related to this project. The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence, or sole willful misconduct of the City, its agents, officers or employees.

**ADD: 7-15 CONFLICT OF INTEREST.** The Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from Subcontractors or potential Subcontractors.

The Contractor shall be subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, e.g., California Government Code §§1090, et. seq., and 81000, et. seq. If, in performing the Services and/or Work set forth in this contract, the Contractor makes, or participates in, a "governmental decision" in accordance with title 2, §18701(a)(2) of the California Code of Regulations, the Contractor shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Contractor's relevant financial interests.

Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Contractor shall file a Form 700 (Assuming Office Statement) within 30 days of the City's written determination that the Contractor shall be subject to a conflict of interest code. The Contractor shall file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Contractor was subject to a conflict of interest code.

The Contractor's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Contractor shall not recommend or specify any product, supplier, or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

If the Contractor violates any conflict of interest laws or any of these conflict of interest provisions, the violation shall be grounds for immediate termination of this Contract. Further, the violation subjects the Contractor to liability to the City for all damages sustained as a result of the violation.

**ADD: 7-16 COMMUNITY LIAISON.** If required by the Engineer, the Contractor shall retain a community liaison representative throughout the Contract Time. The representative shall closely coordinate Work with the businesses, institutions and residents impacted by the Project. Duties shall include, but not be limited to, notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 Working Days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, response to community questions and complaints related to the Contractor's activities, reporting of liaison activities at all Project progress meetings scheduled by the Engineer, attendance to the Project pre-construction meeting, and attendance at 2 community meetings.

The Contractor shall present their community liaison representative to the City, in writing, within 15 days of the award of the Contract.

**7-16.1 Payment.** The payment for the community liaison shall be included in the various Bid items.

**ADD: 7-17 NEWSLETTER.** When required in the Special Provisions one week before the end of every month, the Contractor shall submit to the City a written update on the progress of work, a 1 month look-ahead schedule, contact names and phone numbers, and any other information which may be of interest to the public. The City will utilize this information to create and distribute a newsletter the first of every month. Payment for the Newsletter shall be included in the various Bid items.

**ADD: 7-18 PATENTS, TRADEMARKS, AND COPYRIGHTS.** The Contractor shall pay, at no additional cost to the City, all applicable royalties and license fees on any and all matters arising in connection with the Work. The Contractor shall defend all suits or claims for infringement of patent, trademark, and copyrights against the City and any other Indemnified Parties, and shall save the City and any other Indemnified Parties harmless from loss on account thereof for any and all matters arising in connection with the Work on the Project, such costs to be paid at no additional cost to the City, except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified and required by the City, other than pursuant to the recommendation or suggestion of the Contractor; provided however, if the Contractor has reason to believe that the design, process or product so specified is an infringement of a patent, the Contractor shall be responsible for any loss resulting unless the Contractor has provided the City with prompt written notice of the Contractor's belief, and the City has nevertheless elected to go forward with such design, process or product so specified.

- END OF SECTION -

## **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

For this contract, the provision of Section 8 of the Standard Specifications shall not apply.

- END OF SECTION -

## SECTION 9 – MEASUREMENT AND PAYMENT

**ADD: 9-2.2.1 Schedule of Values (SOV).** Within 10 days of execution of this contract, the Contractor shall submit for the City's review and approval an SOV for the lump sum Bid items of the Work. The Schedule of Values will:

- a) Subdivide the Work into its respective parts,
- b) Include values for all items comprising the Work, and
- c) Serve as the basis for monthly progress payments made to the Contractor throughout the Work.

The City shall be the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the City, a greater number of SOV items than proposed by the Contractor are necessary, the Contractor shall add the additional items so identified by the City. When requested by City, the Contractor shall provide substantiating data in support of scheduled values. The Contractor shall incorporate the SOV into the cost loading function of the Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK." Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.

The SOV shall be developed independent but simultaneous with the development of the Schedule activities and logic. The SOV shall incorporate phase funding impacts, if applicable. The Work not specifically included in the Bid shall be broken down as necessary for establishment of cost and Schedule activity.

Following acceptance of the SOV, the Contractor shall incorporate the changes (if any) into the cost loading portion of the Schedule. Where coordination of the Schedule and the SOV requires changes made to one or both documents, the Contractor shall propose changes to the SOV and to the Schedule activities to satisfy the Schedule cost loading requirements.

Changes to the Schedule which add activities not included in the original Schedule but included in the original Work (schedule omissions) shall have values assigned as accepted by the City. Other activity values shall be reduced to provide equal value adjustment increases for added activities as accepted by the City.

In the event that the Contractor and the City agree to make adjustments to the original SOV because of inequities discovered in the original accepted SOV, increases and equal decreases to values for activities may be made.

**9-2.2.2 Payment.** Payment for the preparation of the SOV shall be included in the various Bid items.

**9-3.1 General.** DELETE the tenth paragraph in its entirety and SUBSTITUTE the following:

At the expiration of 35 days from the date of filing NOC with the County Recorder and upon receipt by the Engineer of a fully executed Release of Claims, the amount deducted from the final estimate, and retained by the City, will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment.

Acceptance by the Contractor of Final Payments shall be and shall operate as a release to the City of all claims in stated amounts that may be specifically excepted by the Contractor for things done or furnished in connection with this Work and for every act and neglect of the City and others related to or arising out of this Work. Payment by the City shall not release the Contractor or its Surety from any obligation under Contract or under the performance bond and payment bonds.

**9-3.2 Partial and Final Payment.** DELETE the second and third paragraphs and SUBSTITUTE with the following:

From each progress estimate, an amount (Retention) not less than 5% of the completed Work will be deducted and retained by the City. The City will withhold not less than 5% of the Contract Price until Final Acceptance of the Project. After 50% of the Work has been completed and if progress on the Work is satisfactory, the total retention held may be limited to 5% of the first half of Contract Price.

ADD the following:

Partial payments made after the Contract completion date will reflect the amount withheld for liquidated damages as required by 6-9, "LIQUIDATED DAMAGES." Any such partial payments made to the Contractor, or its Sureties, will not constitute a waiver of the City's liquidated damages.

Pursuant to California Public Contract Code §22300, the Contractor has the option, at its expense, to substitute for any money withheld by the City, securities equivalent to the amount being withheld. Securities eligible for such substitution are bank or savings and loans certificates of deposit or such securities which are eligible for investment pursuant to Government Code §16430. As to any such security or securities so substituted for monies withheld, the Contractor shall be the beneficial owner of same and shall receive any interest thereon.

Such security shall, at the request and expense of the Contractor, be deposited with the City or with a State or Federally Chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by the City that payment can be made. Such notification will be given at the expiration of 35 days from the date of acceptance of the work, or as prescribed by law, provided however, that there will be a continued retention of the necessary securities to cover such amounts as are required by law to be



withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

Neither Final Payment nor any final release of Retention shall become due until the Contractor submits to the City:

- a) An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible or encumbered, less amounts withheld by the City, have been paid or otherwise satisfied;
- b) A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30-day prior written notice has been given to the City;
- c) Consent of Surety to Final Payment; and
- d) If required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents. If a Subconsultant or Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien, and
- e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition waste recycling and hydrostatic discharge reports.

The Contractor has completed all Work, e.g., providing required, as-built drawings, operations manuals, test reports, UL labels, and other similar documentation as determined by the City.

**ADD: 9-3.2.1 Application for Progress Payment.** By the tenth day of each month, the Contractor shall submit to the Engineer a partial payment estimate, filled out and signed by the Contractor, that identifies acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. If requested by the Engineer, the Contractor shall provide such additional data as may be required to support the payment estimate. Such data may include satisfactory evidence of payment for equipment, materials, and labor, including payments to Subcontractors and suppliers.

For application for progress payment, the Contractor shall use the format required by the City. An electronic copy of the invoice form is available from the Engineer upon request. Progress or partial payments shall not be made until the Contractor submits to the City an updated Schedule that meets the City's requirements. It is solely the responsibility of the Contractor to prepare and submit the Schedule updates.

30 days after presentation of undisputed and properly submitted Application for Payment, the amount will become due and when due will be paid by the City to the Contractor. Any payment request that is disputed or determined to be improper will be returned to the Contractor not later than 7 days after receipt accompanied by documentation describing the reason(s) why the payment request is not proper.

**ADD: 9-3.2.2 Amount of Progress Payments.** Provided an undisputed and properly submitted Application for Payment is received by the City, payment shall be made by the City not later than thirtieth day after the City receives the application for Payment. The City will pay the Contractor for Work performed, including payment for off-site stored materials, through the period covered by the application for Payment, less Retention as set forth in the Contract Documents, provided that the payment amount before Retention will not exceed the percentage of completion of the Work, all as set forth in the SOV.

**ADD: 9-3.2.3 Waiver of Claims at Final Payment.** Acceptance of Final Payment by the Contractor shall constitute a waiver of affirmative Claims by the Contractor, except those previously made in writing and identified as unsettled at the time of Final Payment, which are expressly reserved by the Contractor from operation of its Release of Claims pursuant to PCC7100 or other Applicable Law.

**ADD: 9-3.2.4 Early Release of Subcontractor Retention.** If a Subcontractor has completed its portion of the Work, including all Punch List items, pursuant to any given Subcontract, the Contractor may request the City to disburse the Retention allocable to such Subcontractor, after delivering to the City acceptable releases from the Subcontractor and consent to such disbursement from such Contractor's Surety, in a form reasonably satisfactory to the City. The City, at its sole discretion, may determine that the Subcontractor's Work has been completed in accordance with the Contract Documents, and may disburse the Subcontractor's share of Retention to the Contractor for distribution to the Subcontractor. Regardless of whether the City has disbursed Retention for the benefit of any Subcontractor, the 1 year warranty period with respect to such Work shall commence at completion of the Work.

**ADD: 9-3.2.5 Withholding of Payment.** The City may withhold payment on account of an Application for Payment to the extent necessary to protect the City from loss because of:

- a) Defective or incomplete Work not remedied;
- b) A deductive Change Order; c) Third Party Claims filed or reasonable evidence indicating probable filing of such Claims;
- d) Failure of the Contractor to make payments of undisputed amounts to Subconsultants or Subcontractors for labor, materials or equipment;
- e) Damage to the City or a Separate Contractor caused by the fault or neglect of the Contractor to the extent not covered by insurance;

- f) Reasonable evidence that the Work will not be completed within the Contract Time due to Inexcusable Delay, and that the unpaid balance of the Contract Price would not be adequate to cover Liquidated Damages for the anticipated or actual Unexcused Delay;
- g) Persistent failure of the Contractor to perform the Work in accordance with the Contract Documents, including failure to maintain the progress of the Work in accordance with the Construction Schedule. Persistent failure to maintain the progress of the Work shall mean that for a period of two consecutive months following a written notice from the Construction Manager, the Contractor fails to correct a behind-schedule condition at a rate that would reasonably indicate that he will finish the Project on schedule;
- h) Disregard of authority of the Construction Manager or the laws of any public body having jurisdiction; or
- i) Stop notices, wage orders, or other withholdings required by Applicable Law.

When all the above reasons for withholding payment are removed, payment shall be made for amounts previously withheld. Prior to any withholding pursuant to this section, the City will meet with the Contractor to discuss potential withholding, and attempt in good faith to resolve such issue without the need for withholding.

**9-3.3 Delivered Materials.** DELETE and SUBSTITUTE with the following:

The City will not pay the Contractor for the cost of materials and equipment delivered but not incorporated into the Work.

**9-3.4 Mobilization:** ADD the following:

Mobilization shall consist of labor and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the Site; for establishment of all offices, buildings, storage yards, and other facilities necessary for Work, and for all other work and operations which shall be performed prior to beginning Work and after completion of Work on the various Contract items on the Site.

The Contractor shall properly design the Project parameters to incorporate construction mobility for moving on and off the Site in a manner that limits disturbance to the surrounding residences, businesses, and any other citizens. Specifically, this includes, but is not limited to, the designated staging areas, loading areas, and assemblage areas. The Contractor shall consider and address access rights of the public at all times. The Contractor shall be required to prepare a "Mobilization Plan" that will describe and govern the Contractor's mobilization activities.

The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, materials, construction wastes, and personnel at the Site referred to as demobilization shall be included in mobilization.

**9-3.4.2 Payment.** When no such Bid item is provided, payment for Mobilization shall be included in the various Bid items. Otherwise, payment for Mobilization will be the lesser amount from columns B and C of Table 9-3.4.2 (A) as follows:

Table 9-3.4.2 (A)

IF A <sup>1</sup> IS	B AMOUNT IS	C AMOUNT IS
05	0.2 x Mobilization Bid Item	0.02 x CONTRACT PRICE
10	0.4 x Mobilization Bid Item	0.04 x CONTRACT PRICE
20	0.5 x Mobilization Bid Item	0.05 x CONTRACT PRICE
50	0.7 x Mobilization Bid Item	0.07 x CONTRACT PRICE
70	0.8 x Mobilization Bid Item	0.08 x CONTRACT PRICE
90	0.9 x Mobilization Bid Item	0.09 x CONTRACT PRICE
100 <sup>2</sup> OR MORE	1.0 x Mobilization Bid Item	0.10 x CONTRACT PRICE

Notes:

- 1 A is the monthly pay estimate as a % of the original Contract Price not including amount earned for mobilization, bonds, and permits.
- 2 One hundred percent or more of the original Contract Price and final cleanup operations have been satisfactorily completed.

The amount, if any, of the Bid item for mobilization in excess of 10% of the original Contract Price may be included for payment in any partial payment estimate after filing of the NOC in accordance with 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY."

The adjustment provisions of the Contract in accordance with 3-2.2, "Contract Unit Prices" shall not apply to the lump sum Bid item for mobilization. When other Contract items are adjusted in accordance with 3-2.2, "Contract Unit Prices" if the costs applicable to such item of work include mobilization costs, such costs will be deemed to have been recovered by the Contractor by payments made for mobilization, and will be excluded for consideration in determining compensation in accordance with 3-2.2, "Contract Unit Prices."

**ADD: 9-3.6 Field Orders.** A Field Order is a written order by the Engineer to compensate the Contractor for items of work in accordance with 3-3, "EXTRA WORK,"

or 3-4, "CHANGED CONDITIONS." A Field Order does not involve change in the Contract Price or Contract Time or the intent of the Contract.

Field Order items of work may be paid for in accordance with this section provided that the cumulative total of Field Orders does not exceed the Field Order Bid Item.

Construction Contract Price	Max. Amount for Each Field Order
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
Greater than \$5,000,000	\$20,000

**ADD: 9-4 WAIVER OF CLAIMS.** The acceptance by the Contractor of the Final Payment of undisputed Contract amounts shall release the City, the Engineer, and the Design Consultant as agent of the City, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and every act of the City and others relating to or arising out of the Work and related to those undisputed amounts. No payment, however, final or otherwise, shall operate to release the Contractor and the Surety from obligations under this contract and the Performance Bond, Payment Bond, and other bonds and warranties as herein provided.

## **SECTION 10 -- CONSTRUCTION DETAILS**

**10-1 GENERAL.** The technical specifications for this project follow this Section 10, and consist of Construction Specification Institute ("CSI") format specifications. The contract administration of this project will comply with the Standard Specifications for Public Works Construction ("Greenbook"), 2015 Edition, including all current supplements, addenda, and revisions thereof, and the Special Provisions (Sections 1-9). In case of any conflict between these Section 10 Construction Details – CSI format specifications, and the Standard Specifications, the Standard Specifications shall govern with regard to contract administration and other preliminary matters contained in Sections 1-9 of the Standard Specifications as further amended by these Special Provisions.

The CSI format specifications follow this page.

## SECTION 00 72 00 - MOBILIZATION

### PART 1 - GENERAL

1.01 STANDARD SPECIFICATIONS: The provisions of the Standard Specifications shall apply except as modified herein.

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all Mobilization Work as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:

- ! Preparatory operations including, but not limited to those efforts necessary for the movement of personnel, equipment, supplies, and incidentals to the Work site;
- ! All other operations which must be performed or costs incurred prior to beginning Work on the site;
- ! Provision of Temporary Toilets;
- ! Provision and installation of Construction Fence per Special Provisions Section **7-10.1.1 Construction Fence**;
- ! Provision of temporary utilities;
- ! Secure all required permits;
- ! Obtain temporary construction water & electrical service;
- ! Submittals per Special Provisions Section **2-5.3.3 Submittals** and Technical Specifications Section **01 33 00 Submittals**.

1.03 RELATED WORK:

Bonds	Spec. Prov. Section <b>2-4 CONTRACT BONDS</b>
Proposed Substitutions	Spec. Prov. Section <b>4-1.6.1 Proposed Substitutions</b>
Liability Insurance	Spec. Prov. Section <b>7-3 LIABILITY INSURANCE</b>
Workers' Compensation Insurance	Spec. Prov. Section <b>7-4 WORKERS' COMPENSATION INSURANCE</b>

1.04 SUBMITTALS: As a part of mobilization, all submittals as specified in various individual Sections of the Specifications shall be forwarded to the Parks Department Representative in the format specified *in Technical Specifications Section 01 33 00 Submittals* and within the time-frames specified in Special Provisions Section **2-5.4 Submittals**. Submittals shall include all Materials Lists, Catalog Cuts, Shop Drawings, material and color samples, and Construction Schedule all as specified.

### PART 2 - MATERIALS

2.01 TEMPORARY UTILITIES: The permanent potable domestic water meter is already in place and available for use on the Project. Contractor shall furnish temporary water (if need exceeds safe rate of flow through existing water meter), and power complete with connecting piping, wiring, lamps, meters and similar equipment as required for the Work. Install, maintain, and remove temporary lines upon completion of the Work. All expenses in connection with temporary services and facilities shall be paid for by Contractor.

2.02 TEMPORARY TOILETS: Contractor shall install and maintain in a sanitary condition suitable toilets for the use of workers. Toilets shall be portable and shall be removed from the job site at the end of the contract period just prior to Final Acceptance. There shall be a minimum of one (1) toilet for each multiple of twenty

(20) Contractor's employees or fractional part thereof working at the job site. Portable toilets shall be maintained in a neat, clean and sanitary condition throughout the contract period.

**PART 3 - EXECUTION**

**3.01 GENERAL:**

- A. Payment: Payment for mobilization will be at the lump sum price bid for mobilization. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Mobilization and De-mobilization Work as herein specified. The 10% retention shall apply to all Mobilization Work.

**3.02 CLEAN-UP:** Contractor shall provide trash receptacles for collecting debris, shall remove debris from the job site at regular intervals not less than weekly and shall dispose of same in a legal manner.

**END OF SECTION**



## SECTION 01 33 00 – SUBMITTALS PROCEDURES

### PART 1 - GENERAL

1.01 STANDARD SPECIFICATIONS: The provisions of the Standard Specifications shall apply except as modified herein.

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all Submittals Work as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:

- ! Preparation of Submittals Schedule;
- ! Submittals Planning;
- ! Submittals Preparation, Distribution and Transmittal, to include all of the following:
  - Product Data (Catalog Cuts);
  - Materials Lists;
  - Samples;
  - Record Drawings;
  - Turn-over Items;
- ! Submittals Schedule updating and distribution;

1.03 RELATED WORK:

Shop Drawing Submittals	Spec. Prov. Section 2-5.3
Contractor's Construction Schedule	Spec. Prov. Section 6-1

1.04 SUBMITTAL PLANNING:

- A. Processing Lead Time: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
  - 1. Allow **two (2)** weeks for **initial** review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The City Representative will promptly advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. If a resubmittal is necessary due to corrections or revisions, process the resubmittal in the same manner as the initial submittal.
  - 3. Allow **two (2)** weeks for processing each **resubmittal**.
  - 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the City Representative sufficiently in advance of the Work to provide the two-week processing time specified.
- B. Coordination and Completeness:
  - 1. Contractor shall coordinate preparation and processing of submittals with the performance of the related Work. Transmit each submittal allowing sufficient lead time to obtain appropriate reviews and approvals and to avoid delays in the related Work.
  - 2. Coordinate the submittal date for each submittal with the lead time needed for fabrication, purchasing, testing, delivery, review of other related submittals, and related Work that require sequential processing/completion.

3. Coordinate the transmittal dates for each different type of submittal so processing will not be delayed. Ensure concurrent transmittal of submittals for related portions of the Work that need concurrent review to allow the Architect to verify that a coordinated work effort is being provided. City and Architect each reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
4. Contractor is responsible to verify completeness of all submittals. Incomplete submittals will be rejected.

#### 1.05 SUBMITTALS SCHEDULE:

- A. Concurrently with the development of Contractor's Construction Schedule (per Special Provisions Section **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**), prepare a complete "Submittals Schedule" for all submittals. Submit the Submittals Schedule together with the Construction Schedule at the Pre-Construction meeting.
  1. Coordinate the Submittals Schedule with all subcontractors, with the schedule of values, with the Materials Lists and with the Construction Schedule.
  2. Itemize items on the Submittals Schedule in the chronological sequence planned for submission; include all submittals required by the Contract Documents. Provide the following information:
    - a) Scheduled date for the initial submittal for each item.
    - b) Related Specification Section number.
    - c) Submittal category (i.e. Product Data, Samples, Record Documents, Shop Drawing, etc.).
    - d) Name of subcontractor or supplier as applicable.
    - e) Description of the portion of the Work covered by the submittal.
    - f) Record successive date(s) of any resubmittal(s).
    - g) Record date of City's approval of each submittal.
- B. Submittals Schedule Updating: Update the Submittals Schedule after each meeting or activity where revisions have been recognized or made.
- C. Distribution: Following receipt of review comments to the initial Submittals Schedule, on a monthly basis thereafter issue updated copies of the Submittals Schedule. Distribute copies to the Architect, the City Representative, all subcontractors, and all other parties required to comply with scheduled submittal dates. Keep an up to date copy of the Submittals Schedule posted in the Construction Office. Parties may be deleted from the distribution upon completion of all portion(s) of the Work assigned to such parties and such parties are no longer involved in construction activities.

#### 1.06 SUBMITTALS PREPARATION AND TRANSMITTAL:

- A. Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and the action taken.
  2. Include the following information on the label for processing and recording action taken.
    - a) Project name.
    - b) Date.
    - c) Name and address of Architect.
    - d) Name and address of Contractor.

- e) Name and address of subcontractor (as applicable).
  - f) Name and address of supplier.
  - g) Name of manufacturer.
  - h) Number and title of related Specification Section.
  - i) Drawing number and detail references, as appropriate.
- B. Transmittal: Package one electronic copy of each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to the City representative via email or appropriate submittal site. Submittals received from sources other than Contractor may be returned without action. If a submittal is rejected, submit one electronic copy of the resubmittal.
- 1. When transmitting submittals, record relevant information and requests for data on the transmittal form. Include a Contractor's certification that information submitted complies with the Contract Document requirements as a part of each submittal. If the submittal is not in full accordance with the Contract Documents, record specific deviations from the Contract Document requirements, including minor variations and limitations, either on the transmittal form or on a separate attached sheet that is referenced on the form.
  - 2. Transmittal Form: Use AIA Document G 810, or City approved equal.

#### 1.07 SUBMITTALS PROCESSING AND DISTRIBUTION:

- A. Processing: Upon receipt of the submittals, the City Representative will forward to the appropriate Designer (Architect/Engineer) who will return electronic copies marked with action taken.
- 1. Except for submittals for record information or similar purposes, where action and return is required or requested the appropriate Designer (City, Architect, or Engineer) will review each submittal, mark to indicate action taken, and return promptly.
  - 2. Verification of the submittals compliance with characteristics specified in the Contract Documents is Contractor's responsibility.
  - 3. Action Stamp: The appropriate Designer (either City, the Architect, or the Engineer) will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
    - a) "No Exception Taken": When submittals are marked "No Exception Taken," that part of the Work covered by the submittal may proceed.
    - b) "Make Corrections Noted": When submittals are marked "Make Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with the notations and corrections marked on the submittal as well as the requirements of the Contract Documents.
    - c) Returned for Resubmittal: Submittals may be returned for resubmittal for various reasons. When a submittal is marked either "Submit Specified Item," "Rejected," or "Revise and Resubmit," Contractor shall not proceed with any part of the Work covered by the submittal, including purchasing, fabrication, delivery, or any other associated activity. Instead, the submittal shall either be revised to comply with the Contract Documents and resubmitted, or a new submittal shall be prepared in accordance with the notations and submitted; resubmit without delay.
    - d) Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

- e) Contractor shall repeat the submittal process as specified above for all submittals as necessary to obtain an action mark that will allow the Work to proceed.
- B. Distribution: Upon receipt of marked copy of the submittals from the appropriate Designer, the City Representative will forward electronic copies of the marked submittal to the Prime Contractor for further distribution to the Subcontractor(s) and/or Supplier(s).
  - 1. Do not proceed with the Work until an appropriately marked copy of the applicable submittal has been received from City and is in the installer's possession.
  - 2. Do not permit use of unmarked copies of submittals in connection with construction.
  - 3. Contractor shall not permit submittals marked "Rejected, "Submit Specified Item", or "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

#### 1.08 PRODUCT DATA ("CATALOG CUTS"):

- A. Submittal: Assemble Product Data submittals into a single submittal package for each construction trade or system (e.g. Plumbing, Electrical Lighting, Concrete, HVAC, etc.). Submittals shall consist of a minimum one electronic copy. Product Data submittals shall include all available printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
  - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to delete inapplicable information. Product Data submittals, as a minimum, shall include the following information:
    - a) Manufacturer's printed recommendations.
    - b) Compliance with recognized trade association standards.
    - c) Compliance with recognized testing agency standards.
    - d) Application of testing agency labels and seals.
    - e) Notation of dimensions verified by field measurement.
    - f) Notation of coordination requirements.
  - 2. Do not submit Product Data until Contractor has confirmed the product's compliance with requirements of the Contract Documents.

#### 1.09 SAMPLES:

- A. General: Submit full-size, fully fabricated Samples cured and finished as specified, in the quantity specified in the respective Technical Specification section, and physically identical with the material or product proposed. Where quantities are not specified in the Technical Specification, submit a minimum of three samples, one will be returned marked with the action taken. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
  - 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples Submittals to match the Architect's Sample when available. Include the following:
    - a) Generic description of the Sample.
    - b) Sample source.

- c) Product name or name of manufacturer.
  - d) Certification of compliance with the specified standards.
  - e) Availability and delivery time.
  2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
  3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Preliminary submittals will be reviewed and returned with the appropriate Designer's mark indicating selection and other action.
  4. Maintain appropriately marked sets of Samples, as returned by City, at the Project site for quality comparisons throughout the course of construction.
- B. Distribution of Samples: If additional sets of samples are needed for distribution to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work, Contractor shall submit samples in sufficient quantities for such distribution. Do not distribute unmarked copies of sample to others involved in the Work.

#### 1.10 MATERIALS LISTS:

- A. Submittal Requirements: Submitting a catalog number and manufacturer's name as a materials list stating that the items will be furnished to meet the Specifications will not be acceptable. Contractor shall submit a complete materials list for approval by the City Representative prior to performing any Work. Catalog data and full descriptive literature must be submitted whenever the use of items different than those specified is requested. Notarized certificate must be submitted by plastic pipe and fitting manufacturer indicating that material complies with the Project Specifications, unless material has been previously approved and used on other projects by City.

Material list shall be submitted in a format similar to the following:

<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model No.</u>
1.	Pressure Supply Line	Lasco	Sch. 40
2.	Lawn Head	Rainbird	2400
etc.	etc.	etc.	etc.

**PART 2 - MATERIALS** (Not Applicable).

**PART 3 - EXECUTION** (Not Applicable).

**END OF SECTION**

## SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS:

The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.

#### 1.02 SCOPE:

Work included: Provide all cast-in-place concrete, complete in place, as indicated on the drawings, specified herein, and needed for a complete and proper installation.

#### 1.03 QUALITY ASSURANCE:

##### Qualifications of Installers:

Throughout the progress of installation of the work of this Section, provide at least one person who shall be thoroughly familiar with the specified requirements, completely trained and experienced in the necessary skills, and who shall be present at the site and shall direct all work performed under this Section.

Use adequate number of skilled workers to ensure installation in strict accordance with the approved design.

### PART 2 - MATERIALS

#### 2.01 GENERAL:

All materials shall conform to Section 201 of Standard Specifications.

- A. Portland Cement: Section 201-1.2.1, Type I or II, low alkali. Only one brand of cement shall be used.
- B. Aggregates: Conform to Section 201-1.2.2.
- C. Water shall be clean and free from deleterious materials.
- D. Curing compound: "Sealtight 1100 Series" as manufactured by W.R. Meadows.
- E. Form lumber shall be Douglas Fir construction grade or better.
- F. Expansion joint material: Shall be ASTM Standard D1751-61 "Flexcell" as manufactured by Celotex Corporation or approved equivalent.

### **PART 3 - EXECUTION**

#### **3.01    GENERAL:**

All materials shall conform to Section 302.6 of Standard Specifications except as modified herein.

#### **3.02    CONCRETE MIX:**

- A.     The Contractor shall supply and pay all costs for concrete mix designs.
- B.     In no case shall concrete contain less than 5 sacks of cement per cubic yard, and a maximum of 7 gallons of water per sack of cement.
- C.     Concrete mixes shall be proportioned by the using of 1-inch maximum size aggregate.
- D.     Concrete shall develop an ultimate compressive strength at 28 days of 2500 P.S.I. minimum unless more stringent requirements are provided in details/calculations.
- E.     The maximum slump for slab on grade shall be 4".

#### **3.03    TESTS AND INSPECTION:**

- A.     The quality and quantity of materials used in the concrete shall be controlled at the batch plant by a Weighmaster.
- B.     Contractor shall deliver two copies of each load ticket to the Public Works Department.

#### **3.04    FORMWORK:**

Form shall be substantial, unyielding, true to line and grade, and shall conform to the dimensions indicated on the drawings.

#### **3.05    TRANSPORTATION AND PLACING CONCRETE:**

Responsibility for proper placing, compacting and finishing rests with the Contractor. Finished work showing voids and separation of aggregates will not be accepted.

#### **3.06    SLAB FINISH:**

- A.     Exterior slabs shall have a medium broom finish as directed by the Public Works Department. The finish must be true to line and grade. Sport court and skate park surfaces are the exception to this specification.
- B.     Concrete walks shall have 1/4" thick expansion joints at the spacing indicated on construction plan, and score joint per spacing indicated on construction plan.

- C. All exterior flatwork shall drain positively away from buildings, whether indicated or not on the drawings.
- (1) Any condition which may result in water standing or flowing adjacent to buildings shall be brought to the attention of the Public Works Department before placing concrete.
- (2) Maximum allowable tolerance for level slab shall be a variation of 1/8" from a 10'0" straight edge.
- D. Graffitied concrete surfaces will not be accepted. The contractor shall provide watchmen as required to insure a graffiti-free surface. Patching of concrete surfaces will not be permitted. Whole sections must be removed and replaced.

3.07 CURING CONCRETE:

All concrete surfaces shall be kept continuously wet for a period of not less than 36 hours by ponding, soaking or spraying. Following this 36 hour period, the concrete shall be protected from loss of moisture by an approved liquid curing compound.

3.08 LIQUID HARDENER:

Liquid hardener shall be applied to all floors as soon as practicable per the manufacturer's approved installation instructions. A second coat of liquid hardener shall be applied after the work of the other construction trades is completed and surfaces have been thoroughly cleaned and are completely dry.

**END OF SECTION 03 30 00**



## SECTION 03 31 00 - FOOTINGS AND FOUNDATIONS

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS:

The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.

#### 1.02 SCOPE:

Work included: Provide all footings and foundations, complete in place, as indicated on the drawings, specified herein, and needed for a complete and proper installation.

#### 1.03 QUALITY ASSURANCE:

##### Qualifications of Installers:

Throughout the progress of installation of the work of this Section, provide at least one person who shall be thoroughly familiar with the specified requirements, completely trained and experienced in the necessary skills, and who shall be present at the site and shall direct all work performed under this Section.

Use adequate number of skilled workers to ensure installation in strict accordance with the approved design.

Details provided on plans with notes. If notes conflict with book specification, the more stringent shall apply.

### PART 2 - MATERIALS

#### 2.01 GENERAL:

All materials shall conform to Section 201 of Standard Specifications.

- A. Portland Cement: Section 201-1.2.1, Type I or II, low alkali. Only one brand of cement shall be used.
- B. Aggregates: Conform to Section 201-1.2.2.
- C. Water shall be clean and free from deleterious materials.
- D. Form lumber shall be uniform construction grade or better.
- E. Provide reinforcement steel as indicated on the structural drawings and in conformance with the requirements of the uniform building code latest edition.

### PART 3 - EXECUTION

#### 3.01 GENERAL:

All materials shall conform to Section 302.6 of Standard Specifications except as modified herein.

#### 3.02 CONCRETE MIX:

- A. Shall be per structural plans

#### 3.03 TESTS AND INSPECTION:

- A. The quality and quantity of materials used in the concrete shall be controlled at the batch plant by a Weighmaster.
- B. Contractor shall deliver two copies of each load ticket to the Public Works Department.

#### 3.04 FORMWORK:

- A. Form shall be substantial, unyielding, true to line and grade, and shall conform to the dimensions indicated on the drawings.
- B. Edge of footing shall not cross property line or right of way line. Set wall 2" in from same line. See details on drawings. No spoils shall occur on builders' lot.

#### 3.05 TRANSPORTATION AND PLACING CONCRETE:

Responsibility for proper placing, compacting and finishing rests with the Contractor. Finished work showing voids and separation of aggregates will not be accepted.

#### 3.06 CURING CONCRETE:

All concrete surfaces shall be kept continuously wet for a period of not less than 36 hours by ponding, soaking or spraying. Following this 36 hour period, the concrete shall be protected from loss of moisture by an approved liquid curing compound.

**END OF SECTION**

## **SECTION 31 11 00 - CLEARING AND GRUBBING**

### **PART 1 - GENERAL**

#### **1.01    RELATED DOCUMENTS:**

The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.

#### **1.02    SCOPE OF WORK:**

Furnish all material, equipment and labor necessary to perform all clearing and grubbing work complete, including but not limited to the following:

Clearing and grubbing of all vegetation from site work areas.

Removal and disposal and/or reuse – stockpile of all deleterious materials.

Furnishing, developing, applying and providing dust control watering equipment as required for the project.

#### **1.03    RESPONSIBILITY AND COORDINATION:**

Contractor shall secure and maintain all required permits and licenses, and pay all fees necessary to legally complete the work of this section.

Contractor shall notify utility companies for all utilities to be cut off, modified or relocated, and shall maintain and protect all active utilities.

Contractor shall coordinate all work with the Public Works Department in an effort to avoid any conflicts with the recreation programming or parks maintenance schedules.

#### **1.04    PROTECTION AND SAFETY:**

Contractor shall provide signs in necessary places to exclude persons, except those connected with the work, from entering the working area. Contractor is responsible for preventing unauthorized persons from entering working area.

Protect the project site and adjacent properties from dirty water, mud and water accumulated due to Contractor's operations, rainfall runoff or water that enters the project site from any other sources.

**PART 2 - MATERIALS    -    Not applicable.**

### PART 3 - EXECUTION

#### 3.01 GENERAL REMOVAL WORK:

Removal work shall be carefully done to avoid damage to all existing facilities to remain.

#### 3.02 SITE CLEARANCE AND DISPOSAL:

Clear the sites to be improved of grass, shrubs, weed growth, rubbish and debris, and existing concrete slabs, etc., that are to be removed for construction of the improvements shown on the construction plans. Roots three inches in diameter and larger, rocks and broken masonry larger than four inches in the greatest dimension, shall be removed to a minimum depth of 12" below finished grade and stockpile.

All deleterious materials cannot be use on site shall be disposed of off the site in a legal manner by the Contractor, who shall make all necessary arrangements and pay all related costs.

Miscellaneous existing underground facilities, drainage devices, secondary water lines, cables, abandoned oil and water lines, leaching fields, irrigation pipes, wiring, etc, located 12 inches or more below finish grade may be abandoned in place or removed as necessary for proper completion of the work. All miscellaneous active lines that are uncovered during the grading operations shall be protected.

#### 3.03 UTILITIES:

Inactive or abandoned utilities shall be disconnected, removed, and plugged or capped subject to the local governing ordinances.

Should the Contractor encounter any existing underground utilities not shown on the drawings, he shall at once notify the Engineer who will determine further procedure.

#### 3.04 DEBRIS BURNING:

Burning of debris will not be permitted.

#### 3.05 DUST CONTROL:

Dust shall be kept to a minimum during site clearing operations by means of wetting the site or other approved method. Wash down all existing sidewalks and roadways on and off the site after all operations are complete.

**END OF SECTION 31 11 00**

## **SECTION 32 13 13- CONCRETE FLATWORK**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS:**

The General and Special Provisions of the Specifications, as well as the "Standard Specifications for Public Works Construction" shall apply except as modified herein. The preliminary soils investigation (Appendix 'A') shall apply.

#### **1.02 SCOPE OF WORK:**

Exterior walks and slabs as shown on drawings  
Cement, finish, joints, sawcutting, and patching  
Setting of items to be inserted into concrete  
Reinforcement dowels for masonry work  
Curing  
Testing  
Miscellaneous concrete items  
Placing of sleeves and conduit stubs under slabs

#### **1.03 STANDARDS:**

Testing, materials, and workmanship shall conform to the requirements of the applicable Building Code, except that requirements specified herein shall govern where they exceed those in the Building Code.

#### **1.04 SMOOTHNESS TOLERANCE:**

Concrete finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10-foot straight edge laid in any direction, with an allowable tolerance of 1/8 inch. Any operations necessary to achieve this result should be performed by the contractor at no additional cost to the City. No patching will be permitted to correct defective work; defective sections shall be removed and replaced. No extensions of time will be allowed for correcting defective work.

#### **1.05 INSPECTIONS:**

Inspections will be required. Contractor shall call for inspection a minimum of 48 hours (two working days) prior to need.

The contractor shall call for inspection during specific phases of construction. They shall include the following each prior to pour:

All Form Work  
All Footings  
Subgrade

### Steel Reinforcing

Contractor shall notify the Public Works Project Inspector 48 hours prior to each concrete pour.

Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

1.06 TESTING:

All testing shall be as required by the State Standard Specifications.

1.07 MOCK-UPS:

Prior to installation of concrete, Contractor shall install a 6' x 6' sample concrete slab demonstrating each type of finish for inspection and approval of City. This sample shall remain on site until concrete work has been completed.

## PART 2 - MATERIALS

2.01 All materials shall conform to Section 201 of the Standard Specifications, except as noted below:

2.02 CONCRETE:

Concrete shall conform to Concrete Class Use Table, Section 201-1, of the Greenbook Standard Specifications and shall be a 5-sack mix, with a maximum 4-inch slump, 2,500 pounds per square inch ultimate compressive strength at 28 days. No admixtures will be allowed.

2.03 REINFORCING STEEL:

Shall be in accordance with the Standard Specifications.

2.04 EXPANSION JOINTS:

Shall be as shown on plans and details. Submit samples of preformed material and sealant for approval of City.

2.05 CONCRETE CURING COMPOUND:

Shall be Type 1, as called for in Section 201-4 of the Standard Specifications.

2.06 CRACK JOINT CONTROL:

Shall be as shown on the drawings and details. Submit samples of preformed materials for approval of the City.

**PART 3 - EXECUTION**

3.01 GENERAL:

All work shall conform to the requirements of Sections 303 of the Standard Specifications.

All work shall conform to the soils investigation report. Slab thicknesses, reinforcement, compaction requirements, and base recommendations shall take precedence over details and plan callouts.

Contractor shall construct a 6' square sample of each type of concrete for city approval prior to installing concrete.

All concrete slabs shall slope to drain. Depressions in the slab surface that hold water ("bird baths") will not be acceptable.

Install concrete and cement finish work true to lines, dimensions and levels.

Protect all finished concrete from graffiti. Contractor shall be responsible for providing concrete watchmen. A graffitied finish will not be acceptable.

Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of the Public Works Department's right to require complete removal of defective work if patching does not restore quality and appearance of work.

No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

3.02 PLACING CONCRETE:

Transport, place and spread in a manner to prevent segregation of aggregate. Reinforcing shall be supported by metal or plastic chairs; concrete supports shall not be used. Reference Section 303-1.7.1.

3.03 FINISH:

Exterior slabs and walks - non-slip, uniform medium broom surface, transverse to direction of slab, unless otherwise shown on the plans.

3.04 CURING:

Initial curing shall be moist curing or moisture cover curing, and shall continue for at least 168 cumulative hours (not necessarily consecutive), during which the concrete has been exposed to air temperatures above 50 degrees F. Avoid rapid drying at the end of the curing period.

Use water that is free of impurities which could etch or discolor concrete surfaces.

Do not use liquid membrane curing compounds on surfaces which are to be covered with a coating material applied directly to the concrete or with a covering material bonded to the concrete, such as other concrete, liquid floor hardener, waterproofing, damp-proof flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the inspector.

3.05 COORDINATION:

Bench posts, bike rack posts and drinking fountain shall be set in cured footings prior to placing concrete slab. All foundations shall cure at least 14 days prior to placing concrete slabs. Block outs will not be permitted.

**END OF SECTION 32 13 13**



## **SECTION 02444 - CHAIN LINK FENCING**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS:**

The general provisions of the Contract, including the General Conditions, Supplementary General Conditions and Division 1 General Requirements, apply to work specified in this section. The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.

#### **1.02 SCOPE:**

Work of this section includes everything necessary for and incidental to completing all chain link fence work as indicated on the drawings and designated herein as follows.

- A. Fence fabric and posts
- B. Excavation for post bases
- C. Concrete anchorage for posts

#### **1.03 RELATED WORK SPECIFIED ELSEWHERE:**

Section 03 31 00 – Footings & Foundations

#### **1.04 REFERENCE STANDARDS:**

- A. Chain Link Fence Manufacturers Institute (CLFMI) - Voluntary Standard for Chain Link Fence Installation.
- B. ASTM A120 - Hot Dip Zinc Coated (Galvanized) Welded and Seamless Steel Pipe.
- C. ASTM A123 - zinc (Hot-Galvanized Coatings on Products Fabricated from Rolled, Pressed and Forged Steel Shapes, Bars, and Strip).

#### **1.05 SHOP DRAWINGS AND PRODUCT DATA:**

- A. Submit shop drawings and product data at the preconstruction conference.
- B. Clearly indicate plan layout, grid, spacing of components, accessories, fitments, and anchorage.

### **PART 2 - MATERIALS**

#### **2.01 GENERAL:**

All materials for chain link fencing shall conform with Section 206-6 of the Standard Specifications except as modified herein.

2.02 COMPONENTS:

- A. Line Posts: Per structural plans and calculations.
- B. Corner and Terminal Posts: Per structural plans and calculations.
- C. Top and Brace Rail: 1.66 inch diameter, plan end, sleeve coupled. Roll formed sections.
- D. Caps: Cast or pressed steel or malleable iron, hot dip galvanized, sized to post dimension, set screw retained.
- E. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings, steel galvanized.
- F. Fabric: To match existing where new fabric is required.
- G. Bottom tension wire: 6-gauge galvanized coil spring wire.
- H. Fabric Ties: 11 gauge galvanized steel.
- I. Tension Bars: Galvanized high carbon steel bars not smaller than 3/16" x 3/4".
- J. Post Anchorage Concrete: Per structural plans and specifications.
- K. Safety Netting: Enduro model #8059BKR knotless varsity netting with rope around border and through middle. Available from BSN Sports 800-856-3488
- L. Safety Net Fasteners: 1" galvanized carabineer at tension rope connected to 3/8" galvanized eyelet at post.

3.01 INSTALLATION:

- A. Remove existing chain link fabric and store for reinstallation. Contractor is responsible for preserving fabric for reinstallation after installation of new posts
- B. Install all posts, all rails, and fabric to provide a rigid structure per City of Rialto and per plans. Use manufacturer's standard fittings, fasteners, and hardware.
- C. Install posts plumb, set in concrete footings per structural drawings.
- D. Connect rails to posts to form continuous bracing.
- E. Reinstall fabric on new posts. Fasten fabric to top rails and braces with wire ties maximum 18 inches on center.

F. Attach fabric to end, corner, and sides with tension bars and tension bar clips.

G. Stretch fabric between posts and rails.

3.02 CLOSEOUT:

- A. Upon completion of work of this section, the Contractor shall remove all equipment, excess material, and waste products from the site.
- B. Provide a one (1) year warranty.

**END OF SECTION**

**CITY OF RIALTO  
PUBLIC WORKS DEPARTMENT**

**PART III - APPENDIX**

**BUD BENDER SIDELINE FENCING VERTICAL EXTENSION AND  
SAFETY NETTING IMPROVEMENTS PROJECT  
CITY PROJECT NO. CB1902**

**Structural Calculations**

**Federally Assisted Project  
U.S. Department of Housing and Urban Development  
State/Federal Language and Provisions**



40810 Country Center Drive, Suite 110  
Temecula, CA 92591

Phone: (951) 600-0032

Fax: (951) 600-0036

[www.ISEngineers.com](http://www.ISEngineers.com)

Structural Calculations for:

**BUD BENDER PARK SIDELINE FENCING  
VERTICAL EXTENSION AND SAFETY NETTING  
IMPROVEMENTS**

235 N. Lilac Ave., Rialto, CA 92376

Owner / ISE Client:

**Community Works Design Group**

4649 Brockton Avenue, Riverside, CA. 92506

(951) 369 - 0700

April 8, 2019

**APPROVED**

APR 30 2019

**REVIEWED FOR CODE COMPLIANCE**

ISE Project #: 19-6036

Approval of these plans & specifications shall not be construed to be a permit for, or an approval of any violation of any Federal, State, County or City laws or ordinances. One set of approved plans must be kept on the job until completion.

**BUILDING & SAFETY  
CITY OF RIALTO**

**WILLDAN ENGINEERING**



City of Rialto Building Division  
APR 16 2019  
**RECEIVED**

**PC2 B1019-0596 Job**



40810 County Center Drive, Suite 110  
Temecula, CA 92591  
Phone: (951) 600-0032  
Fax: (951) 600-0036  
[www.ISEengineers.com](http://www.ISEengineers.com)

## STRUCTURAL CALCULATIONS - SHEET INDEX

Structural Calculations Sheet Index:	Page #
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STEEL NETTING STRUCTURE ANALYSIS	18
STEEL NETTING STRUCTURE FOOTING	23
BASE PLATE AND ACHORAGE ANALYSIS	26

REVIEWED FOR CODE COMPLIANCE

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laws or ordinances. One set of approved plans  
must be kept on the job until completion.

WILLIAM ENGINEERING

602 2920-81018 209

**Project Information - 2016 California Building Code (CBC)**

<b><u>Project Name:</u></b>	BUD BENDER PARK SIDELINE FENCING VERTICAL EXTENSION AND SAFETY NETTING IMPROVEMENTS		
<b><u>ISE Project Number:</u></b>	ISE Project #: 19-6036		
<b><u>ISE Project Manager:</u></b>	SXL		
<b><u>Calculations By:</u></b>	SXL		
<b><u>Building Code Used:</u></b>	2016 California Building Code		
<b><u>Project Location:</u></b>	235 N. Lilac Ave., Rialto, CA 92376		
<b><u>Building Type:</u></b>	Check 4-1/2" O.D. Sched. 40 Steel Fence Post, and HSS Frame w/ Concrete Foundation.		
<b><u>Seismic Design Parameters:</u></b>			
Latitude	34.1026		
Longitude	-117.3790		
Site Class	D		
Risk Category	II		
Importance Factor	1.0		
S <sub>s</sub> (Short Period S.A. 0.2s)	1.953		
S <sub>1</sub> (1s Period S.A.)	0.870		
<b><u>Wind Design Parameters: (2016 CBC)</u></b>			
Wind Design Speed: 3s Gust	130	mph	
Building Wind Exposure:	C		
<b><u>Soil Design Parameters</u></b>			
Allowable Passive Pressure	400	psf/ft	CBC Tbl 1806.2
Maximum Passive Pressure	1500	psf	CBC Tbl 1806.2

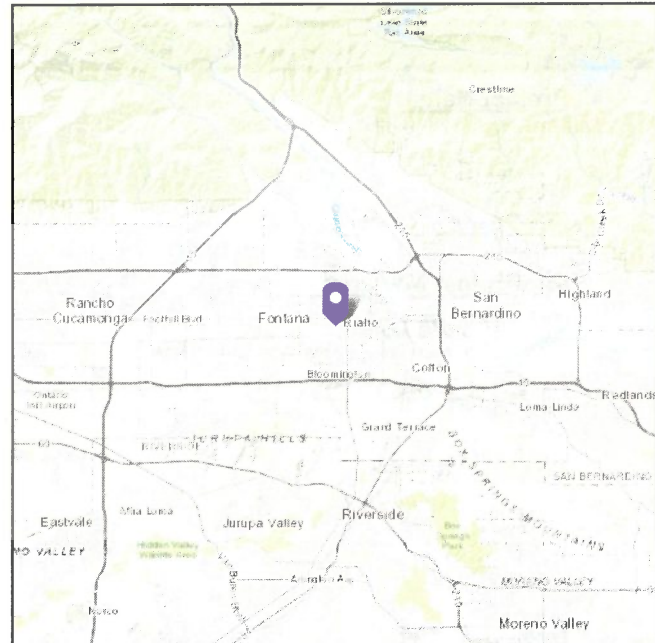
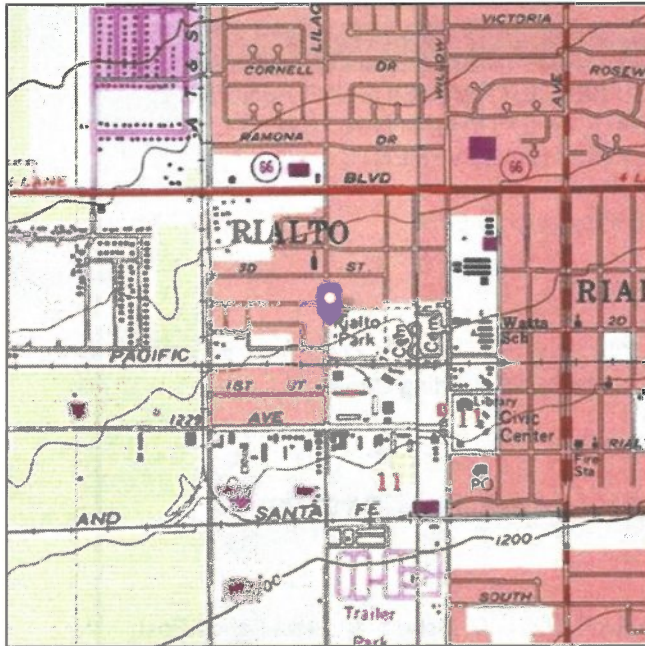


# ASCE 7 Hazards Report

**Address:**  
235 N Lilac Ave  
Rialto, California  
92376

**Standard:** ASCE/SEI 7-10  
**Risk Category:** II  
**Soil Class:** D - Stiff Soil

**Elevation:** 1244.99 ft (NAVD 88)  
**Latitude:** 34.102576  
**Longitude:** -117.379036



## Wind

### Results:

Wind Speed:	110 Vmph
10-year MRI	72 Vmph
25-year MRI	79 Vmph
50-year MRI	85 Vmph
100-year MRI	91 Vmph

**Data Source:** ASCE/SEI 7-10, Fig. 26.5-1A and Figs. CC-1–CC-4, incorporating errata of March 12, 2014

**Date Accessed:** Wed Feb 13 2019

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-10 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-10 Section 26.2.

Mountainous terrain, gorges, ocean promontories, and special wind regions should be examined for unusual wind conditions.

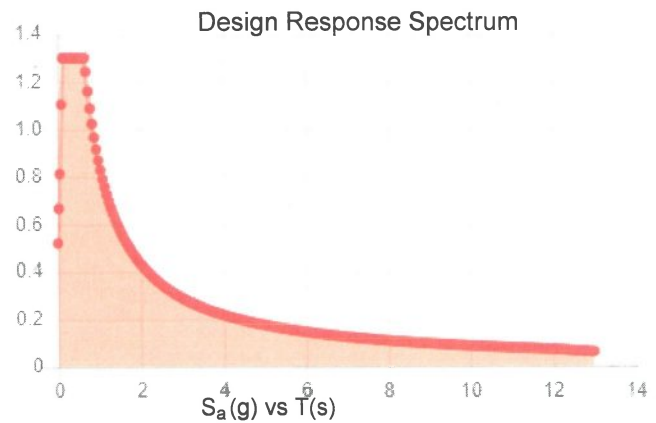
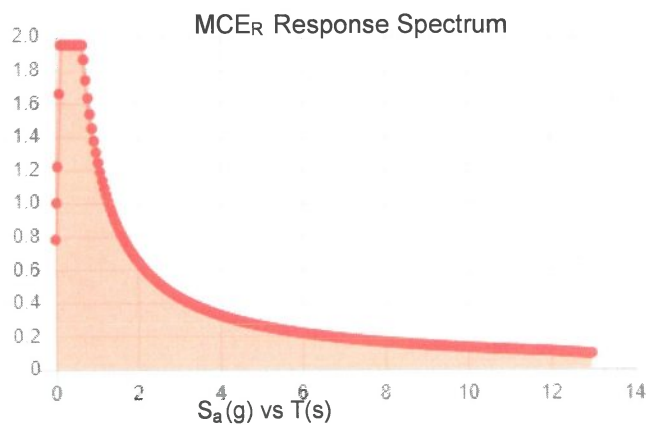


**Site Soil Class:** D - Stiff Soil

**Results:**

$S_S$ :	1.953	$S_{DS}$ :	1.302
$S_1$ :	0.87	$S_{D1}$ :	0.87
$F_a$ :	1	$T_L$ :	12
$F_v$ :	1.5	$PGA$ :	0.759
$S_{MS}$ :	1.953	$PGA_M$ :	0.759
$S_{M1}$ :	1.306	$F_{PGA}$ :	1
		$I_e$ :	1

**Seismic Design Category** E



**Data Accessed:**

Wed Feb 13 2019

**Date Source:**

USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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 Phone: (951) 600-0032 Fax: (951) 600-0036

Site	E1
Date	--
#	--
Δ	--

## Earthquake Load Analysis of Fence Post

### TYPICAL FENCE SECTION w/ SUPPORT POST

Proposed Project Location: 235 N. Lilac Ave., Rialto, CA 92376  
 Governing Code: 2016 California Building Code (CBC)

Latitude, deg	Longitude, deg
34.10258	-117.37904

### Earthquake Design per Chapter 15 of ASCE 7-10

Weight of Structure = **0.336** kips

#### Non-Building Structure Per 15.4.1

$$V = C_s W$$

$$C_s = S_{DS} / (R/I) = 0.52$$

$$C_s, \text{ max} = 1.83$$

$$C_s, \text{ min} = 0.06$$

$$C_s = 0.5208$$

**Base Shear, V = 0.17 k**

#### Earthquake Design Parameters

Site Class =	D	Per Table 1613.5.2
Short Period S.A., $S_s$ =	1.953	ASCE Hazards Report
1s Period S.A., $S_1$ =	0.870	ASCE Hazards Report
Site Coefficient, $F_a$ =	1.00	Table 1613A.3.3(1)
Site Coefficient, $F_v$ =	1.50	Table 1613.5.3(2)
$S_{ms} = F_a S_s$ =	1.95	EQ 16A-37
$S_{m1} = F_v S_1$ =	1.31	EQ 16A-38
$S_{DS} = 2/3 S_{ms}$ =	1.30	EQ 16A-39
$S_{D1} = 2/3 S_{m1}$ =	0.87	EQ 16A-40
Seismic Design Category =	E	1613.5.6(1) & (2)
Height of Structure, $h_n$ =	20.16	ft
Response Modification, $R$ =	2.50	
Importance Factor, $I_e$ =	1.00	Table 1.5-2
Risk Category =	II	Table 1.5-1

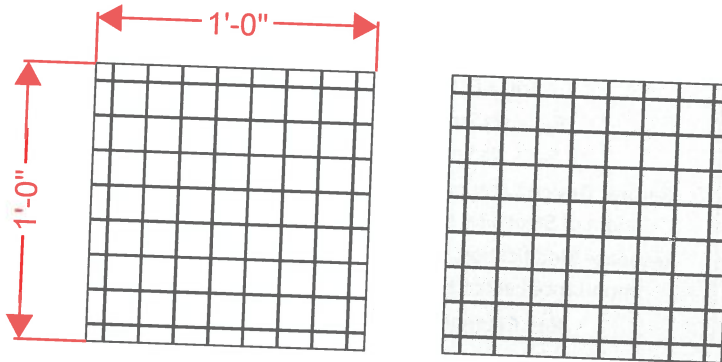
#### Approximate Fundamental Period, (T) 12.8.2.1

$C_t$ =	0.02	Table 12.8-2
$x$ =	0.75	Table 12.8-2
$T = C_t (h_n)^x$ =	0.19	
Long Period Trans, $T_L$ =	8	Figure 22-12

Sht:	W-1
Date:	-
#:	-
Δ:	-

**Wind Load Design per ASCE 7-10 Section 29.4**

Design Parameters		
Design Wind Velocity (3s Gust), V =	130	mph
Wind Exposure =	C	
K <sub>z</sub> =	0.85	Table 29.3-1, Page 310
K <sub>zt</sub> =	1.0	Figure 26.8-1, Page 252-253
K <sub>d</sub> =	0.85	Table 26.6-1, Page 250
I =	1.00	Table 1.5-2
G =	0.85	
C <sub>f</sub> =	1.55	Table 29.4-1
q <sub>h</sub> = 0.00256 K <sub>z</sub> K <sub>zt</sub> K <sub>d</sub> V <sup>2</sup> I =	31.3	psf
Wind Pressure = q <sub>h</sub> G C <sub>f</sub> =	41.2	psf



NETTING IS GREATER THAN 30% OPEN.

$$\text{REDUCTION FACTOR} = (1 - (1 - \epsilon)^{1.5}) = (1 - (1 - 0.1)^{1.5}) = 0.15$$

$\epsilon$  = Ratio of Solid Area to Gross Area  
= 10/100

$$\text{ACCEPTABLE REDUCED WIND PRESSURE} = 41.2 * 0.15 = 35.02 \text{ psf}$$

## Steel Column

File = W:\6036\03 - Engineering\Framel\Fence Footing.ec6  
Software copyright ENERCALC, INC. 1983-2019, Build:10 19 1 30  
Innovative Structural Engineering, Inc. (ISE)

DESCRIPTION: POST COLUMN EXTENSION CHECK (ONLY GRAVITY CONSIDERED) PC#2

### Code References

Calculations per AISC 360-16, IBC 2018, CBC 2019, ASCE 7-16

Load Combinations Used : ASCE 7-10

### General Information

Steel Section Name : **Pipe4STD**  
Analysis Method : **Allowable Strength**  
Steel Stress Grade  
Fy : Steel Yield **35.0 ksi**  
E : Elastic Bending Modulus **19,000.0 ksi**  
Overall Column Height **20.0 ft**  
Top & Bottom Fixity **Top & Bottom Pinned**  
Brace condition for deflection (buckling) along columns :  
X-X (width) axis :  
Fully braced against buckling ABOUT Y-Y Axis  
Y-Y (depth) axis :  
Lu for buckling ABOUT X-X Axis : 5 ft, 5 ft, 5 ft, 5 ft, K = 0.8

### Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 216.0 lbs \* Dead Load Factor

AXIAL LOADS . . .

WIRE: Axial Load at 20.0 ft, D = 0.280 k

BENDING LOADS . . .

WIND: Lat. Uniform Load creating My-y, W = 0.230 k/ft

### DESIGN SUMMARY

#### Bending & Shear Check Results

**PASS** Max. Axial+Bending Stress Ratio = **0.9794** : 1  
Load Combination **+D+0.60W+H**  
Location of max. above base **10.067 ft**  
At maximum location values are . . .  
Pa : Axial **0.4960 k**  
Pn / Omega : Allowable **62.036 k**  
Ma-x : Applied **0.0 k-ft**  
Mn-x / Omega : Allowable **7.073 k-ft**  
Ma-y : Applied **6.90 k-ft**  
Mn-y / Omega : Allowable **7.073 k-ft**  
**PASS** Maximum Shear Stress Ratio = **0.07415** : 1  
Load Combination **+D+0.60W+H**  
Location of max. above base **0.0 ft**  
At maximum location values are . . .  
Va : Applied **1.380 k**  
Vn / Omega : Allowable **18.611 k**  
**Maximum Load Reactions . .**  
Top along X-X **2.30 k**  
Bottom along X-X **2.30 k**  
Top along Y-Y **0.0 k**  
Bottom along Y-Y **0.0 k**  
**Maximum Load Deflections . . .**  
Along Y-Y **0.0 in** at **0.0 ft** above base  
for load combination :  
Along X-X **6.459 in** at **10.067 ft** above base  
for load combination : **W Only**

### Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios							Maximum Shear Ratios		
	Stress Ratio	Status	Location	Cbx	Cby	KxLx/Rx	KyLy/Ry	Stress Ratio	Status	Location
+1.518D+2.10E	0.012	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft
+D+L+H	0.008	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft
+D+Lr+H	0.008	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft
+D+S+H	0.008	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+H	0.008	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft
+D+0.750L+0.750S+H	0.008	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft
+D+0.60W+H	0.979	PASS	10.07 ft	1.00	1.00	0.00	119.21	0.074	PASS	0.00 ft
+D+0.70E+H	0.008	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+0.450W+H	0.736	PASS	9.93 ft	1.00	1.00	0.00	119.21	0.056	PASS	0.00 ft
+D+0.750L+0.750S+0.450W+H	0.736	PASS	9.93 ft	1.00	1.00	0.00	119.21	0.056	PASS	0.00 ft
+D+0.750L+0.750S+0.5250E+H	0.008	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft
+0.60D+0.60W+0.60H	0.978	PASS	10.07 ft	1.00	1.00	0.00	119.21	0.074	PASS	0.00 ft
+0.60D+0.70E+0.60H	0.005	PASS	0.00 ft	1.00	1.00	0.00	39.74	0.000	PASS	0.00 ft

## Steel Column

File = W:\6036\03 - Engineering\Fence\Fence Footing.ec6  
Software copyright ENERCALC, INC. 1983-2019, Build 10 19 1.30  
Innovative Structural Engineering, Inc. (ISE)

Lic: KW-06008078

### DESCRIPTION: POST COLUMN EXTENSION CHECK (ONLY GRAVITY CONSIDERED) PC#2

#### Maximum Reactions

Note: Only non-zero reactions are listed.

Load Combination	Axial Reaction @ Base	X-X Axis Reaction @ Base @ Top	k	Y-Y Axis Reaction @ Base @ Top	Mx - End Moments @ Base @ Top	k-ft	My - End Moments @ Base @ Top
+D+H	0.496						
+D+L+H	0.496						
+D+Lr+H	0.496						
+D+S+H	0.496						
+D+0.750Lr+0.750L+H	0.496						
+D+0.750L+0.750S+H	0.496						
+D+0.60W+H	0.496	-1.380	1.380				
+D+0.70E+H	0.496						
+D+0.750Lr+0.750L+0.450W+H	0.496	-1.035	1.035				
+D+0.750L+0.750S+0.450W+H	0.496	-1.035	1.035				
+D+0.750L+0.750S+0.5250E+H	0.496						
+0.60D+0.60W+0.60H	0.298	-1.380	1.380				
+0.60D+0.70E+0.60H	0.298						
D Only	0.496						
Lr Only							
L Only							
S Only							
W Only		-2.300	2.300				
E Only							
H Only							

#### Extreme Reactions

Item	Extreme Value	Axial Reaction @ Base	X-X Axis Reaction @ Base @ Top	k	Y-Y Axis Reaction @ Base @ Top	Mx - End Moments @ Base @ Top	k-ft	My - End Moments @ Base @ Top
Axial @ Base	Maximum	0.496						
"	Minimum							
Reaction, X-X Axis Base	Maximum	0.496						
"	Minimum		-2.300	2.300				
Reaction, Y-Y Axis Base	Maximum	0.496						
"	Minimum	0.496						
Reaction, X-X Axis Top	Maximum		-2.300	2.300				
"	Minimum	0.496						
Reaction, Y-Y Axis Top	Maximum	0.496						
"	Minimum		-2.300	2.300				
Moment, X-X Axis Base	Maximum	0.496						
"	Minimum	0.496						
Moment, Y-Y Axis Base	Maximum	0.496						
"	Minimum	0.496						
Moment, X-X Axis Top	Maximum	0.496						
"	Minimum	0.496						
Moment, Y-Y Axis Top	Maximum	0.496						
"	Minimum	0.496						

#### Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
+D+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+L+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+Lr+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+S+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750Lr+0.750L+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.60W+H	3.8753 in	10.067 ft	0.000 in	0.000 ft
+D+0.70E+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750Lr+0.750L+0.450W+H	2.9065 in	10.067 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+0.450W+H	2.9065 in	10.067 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+0.5250E+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+0.60D+0.60W+0.60H	3.8753 in	10.067 ft	0.000 in	0.000 ft
+0.60D+0.70E+0.60H	0.0000 in	0.000 ft	0.000 in	0.000 ft
D Only	0.0000 in	0.000 ft	0.000 in	0.000 ft



## Steel Column

File = W:\6036103 - Engineering\Framel\Fence Footing.ec6  
Software copyright ENERCALC, INC. 1983-2019, Build 10.19.1.30

File # KW-06008078

Innovative Structural Engineering, Inc. (ISE)

**DESCRIPTION:** POST COLUMN EXTENSION CHECK (ONLY GRAVITY CONSIDERED) PC#2

### Maximum Deflections for Load Combinations

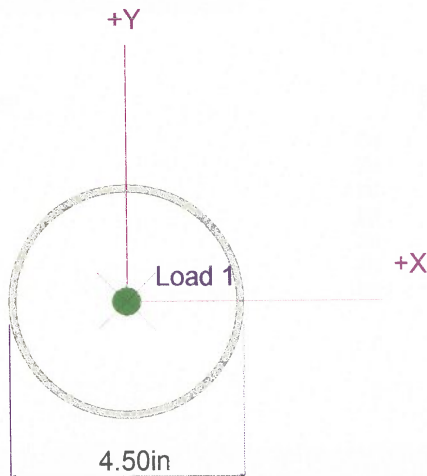
Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
W Only	6.4588 in	10.067 ft	0.000 in	0.000 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

### Steel Section Properties : Pipe4STD

Depth	=	4.500 in	I <sub>xx</sub>	=	6.82 in <sup>4</sup>	J	=	13.600 in <sup>4</sup>
			S <sub>xx</sub>	=	3.03 in <sup>3</sup>			
Diameter	=	4.500 in	R <sub>xx</sub>	=	1.510 in			
Wall Thick	=	0.237 in	Z <sub>x</sub>	=	4.050 in <sup>3</sup>			
Area	=	2.960 in <sup>2</sup>	I <sub>yy</sub>	=	6.820 in <sup>4</sup>			
Weight	=	10.800 plf	S <sub>yy</sub>	=	3.030 in <sup>3</sup>			
			R <sub>yy</sub>	=	1.510 in			

Y<sub>cg</sub> = 0.000 in

### Sketches



## Pole Footing Embedded in Soil

File = W:\6036\03 - Engineering\Framel\Fence Footing.ec6  
Software copyright ENERCALC, INC. 1983-2019, Build:10 19 1 30

Project # KW-06008078

Innovative Structural Engineering, Inc. (ISE)

**DESCRIPTION:** TYPICAL FENCE POST CHECK (ONLY GRAVITY CONSIDERED) PC #2

### Code References

Calculations per IBC 2018 1807.3, CBC 2019, ASCE 7-16

Load Combinations Used : ASCE 7-10

### General Information

Pole Footing Shape Circular  
Pole Footing Diameter 24.0 in  
Calculate Min. Depth for Allowable Pressures  
No Lateral Restraint at Ground Surface  
Allow Passive 400.0 psf  
Max Passive 1,500.0 psf

Point Load

### Controlling Values

Governing Load Combination : +1.518D+2.10E

Lateral Load 0.3570 k  
Moment 7.140 k-ft

NO Ground Surface Restraint

Pressures at 1/3 Depth

Actual 577.41 psf  
Allowable 579.90 psf

Minimum Required Depth 4.375 ft

Footing Base Area 3.142 ft<sup>2</sup>  
Maximum Soil Pressure 0.1624 ksf



### Applied Loads

Lateral Concentrated Load (k)		Lateral Distributed Loads (klf)		Vertical Load (k)	
D : Dead Load	k		k/ft	0.3360	k
Lr : Roof Live	k		k/ft		k
L : Live	k		k/ft		k
S : Snow	k		k/ft		k
W : Wind	k		k/ft		k
E : Earthquake	0.170 k		k/ft		k
H : Lateral Earth	k		k/ft		k
Load distance above ground surface	20.0 ft	TOP of Load above ground surface	ft		
		BOTTOM of Load above ground surface	ft		

### Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth		Soil Increase Factor
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)	
+1.518D+2.10E	0.357	7.140	4.38	577.4	579.9	1.000
+1.518D-2.10E	0.357	7.140	4.38	577.4	579.9	1.000
D Only	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.70E	0.119	2.380	3.00	392.4	395.2	1.000
+D-0.70E	0.119	2.380	3.00	392.4	395.2	1.000
+D+0.5250E	0.089	1.785	2.75	356.4	357.1	1.000
+D-0.5250E	0.089	1.785	2.75	356.4	357.1	1.000
+0.60D	0.000	0.000	0.13	0.0	0.0	1.000
+0.60D+0.70E	0.119	2.380	3.00	392.4	395.2	1.000



## Pole Footing Embedded in Soil

File = W:\6036\03 - Engineering\Frame\Fence Footing.ec6  
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Innovative Structural Engineering, Inc. (ISE)

File # KW-06008078

DESCRIPTION: TYPICAL FENCE POST CHECK (ONLY GRAVITY CONSIDERED) PC #2

+0.60D-0.70E	0.119	2.380	3.00	392.4	395.2	1.000
--------------	-------	-------	------	-------	-------	-------

(E) 24" DIA. X 54" CONC. FOOTINGS THAT ARE NOT BEING REPLACED ARE STILL ACCEPTABLE.

## Steel Column

File = W:\6036\03 - Engineering\Framel\Fence Footing.ec6  
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License: KW-06008078

Innovative Structural Engineering, Inc. (ISE)

**DESCRIPTION:** POST COLUMN EXTENSION CHECK (ONLY EVERY 3rd COLUMN REPLACED) PC#2

### Code References

Calculations per AISC 360-16, IBC 2018, CBC 2019, ASCE 7-16

Load Combinations Used : ASCE 7-10

### General Information

Steel Section Name : **Pipe8STD**  
Analysis Method : **Allowable Strength**  
Steel Stress Grade  
Fy : Steel Yield **35.0 ksi**  
E : Elastic Bending Modulus **19,000.0 ksi**

Overall Column Height **20.0 ft**  
Top & Bottom Fixity **Top & Bottom Pinned**  
Brace condition for deflection (buckling) along columns :  
X-X (width) axis :  
Unbraced Length for buckling ABOUT Y-Y Axis = 20.0 ft, K = 2.1  
Y-Y (depth) axis :  
Unbraced Length for buckling ABOUT X-X Axis = 20.0 ft, K = 2.1

### Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 572.0 lbs \* Dead Load Factor

AXIAL LOADS ...

WIRE: Axial Load at 20.0 ft, D = 0.280 k

BENDING LOADS ...

WIND: Lat. Uniform Load creating My-y, W = 0.5610 k/ft

### DESIGN SUMMARY

#### Bending & Shear Check Results

**PASS** Max. Axial+Bending Stress Ratio = **0.4659** : 1  
Load Combination **+D+0.60W+H**  
Location of max.above base **9.933 ft**  
At maximum location values are ...  
Pa : Axial **0.8520 k**  
Pn / Omega : Allowable **164.521 k**  
Ma-x : Applied **0.0 k-ft**  
Mn-x / Omega : Allowable **36.327 k-ft**  
Ma-y : Applied **16.829 k-ft**  
Mn-y / Omega : Allowable **36.327 k-ft**

**Maximum Load Reactions . .**  
Top along X-X **5.610 k**  
Bottom along X-X **5.610 k**  
Top along Y-Y **0.0 k**  
Bottom along Y-Y **0.0 k**

**Maximum Load Deflections . .**  
Along Y-Y **0.0 in** at **0.0 ft** above base  
for load combination :  
Along X-X **1.578 in** at **10.067 ft** above base  
for load combination : **W Only**

**PASS** Maximum Shear Stress Ratio = **0.06820** : 1  
Load Combination **+D+0.60W+H**  
Location of max.above base **0.0 ft**  
At maximum location values are ...  
Va : Applied **3.366 k**  
Vn / Omega : Allowable **49.356 k**

### Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios			Cbx	Cby	KxLx/Rx	KyLy/Ry	Maximum Shear Ratios		
	Stress Ratio	Status	Location					Stress Ratio	Status	Location
+1.518D+2.10E	0.008	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft
+D+L+H	0.005	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft
+D+Lr+H	0.005	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft
+D+S+H	0.005	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+H	0.005	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft
+D+0.750L+0.750S+H	0.005	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft
+D+0.60W+H	0.466	PASS	9.93 ft	1.00	1.14	170.85	170.85	0.068	PASS	0.00 ft
+D+0.70E+H	0.005	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+0.450W+H	0.350	PASS	10.07 ft	1.00	1.14	170.85	170.85	0.051	PASS	0.00 ft
+D+0.750L+0.750S+0.450W+H	0.350	PASS	10.07 ft	1.00	1.14	170.85	170.85	0.051	PASS	0.00 ft
+D+0.750L+0.750S+0.5250E+H	0.005	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft
+0.60D+0.60W+0.60H	0.465	PASS	9.93 ft	1.00	1.14	170.85	170.85	0.068	PASS	0.00 ft
+0.60D+0.70E+0.60H	0.003	PASS	0.00 ft	1.00	1.14	170.85	170.85	0.000	PASS	0.00 ft

## Steel Column

File = W:\6036\03 - Engineering\Frame\Fence Footing.ec6  
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File # = KW-06008078

Innovative Structural Engineering, Inc. (ISE)

DESCRIPTION: POST COLUMN EXTENSION CHECK (ONLY EVERY 3rd COLUMN REPLACED) PC#2

### Maximum Reactions

Note: Only non-zero reactions are listed.

Load Combination	Axial Reaction @ Base	X-X Axis Reaction @ Base @ Top	k	Y-Y Axis Reaction @ Base @ Top	Mx - End Moments @ Base @ Top	k-ft	My - End Moments @ Base @ Top
+D+H	0.852						
+D+L+H	0.852						
+D+Lr+H	0.852						
+D+S+H	0.852						
+D+0.750Lr+0.750L+H	0.852						
+D+0.750L+0.750S+H	0.852						
+D+0.60W+H	0.852	-3.366 3.366					
+D+0.70E+H	0.852						
+D+0.750Lr+0.750L+0.450W+H	0.852	-2.525 2.525					
+D+0.750L+0.750S+0.450W+H	0.852	-2.525 2.525					
+D+0.750L+0.750S+0.5250E+H	0.852						
+0.60D+0.60W+0.60H	0.511	-3.366 3.366					
+0.60D+0.70E+0.60H	0.511						
D Only	0.852						
Lr Only							
L Only							
S Only							
W Only		-5.610 5.610					
E Only							
H Only							

### Extreme Reactions

Item	Extreme Value	Axial Reaction @ Base	X-X Axis Reaction @ Base @ Top	k	Y-Y Axis Reaction @ Base @ Top	Mx - End Moments @ Base @ Top	k-ft	My - End Moments @ Base @ Top
Axial @ Base	Maximum	0.852						
"	Minimum							
Reaction, X-X Axis Base	Maximum	0.852						
"	Minimum		-5.610 5.610					
Reaction, Y-Y Axis Base	Maximum	0.852						
"	Minimum	0.852						
Reaction, X-X Axis Top	Maximum		-5.610 5.610					
"	Minimum	0.852						
Reaction, Y-Y Axis Top	Maximum	0.852						
"	Minimum		-5.610 5.610					
Moment, X-X Axis Base	Maximum	0.852						
"	Minimum	0.852						
Moment, Y-Y Axis Base	Maximum	0.852						
"	Minimum	0.852						
Moment, X-X Axis Top	Maximum	0.852						
"	Minimum	0.852						
Moment, Y-Y Axis Top	Maximum	0.852						
"	Minimum	0.852						

### Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
+D+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+L+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+Lr+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+S+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750Lr+0.750L+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.60W+H	0.9466 in	10.067 ft	0.000 in	0.000 ft
+D+0.70E+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750Lr+0.750L+0.450W+H	0.7100 in	10.067 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+0.450W+H	0.7100 in	10.067 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+0.5250E+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+0.60D+0.60W+0.60H	0.9466 in	10.067 ft	0.000 in	0.000 ft
+0.60D+0.70E+0.60H	0.0000 in	0.000 ft	0.000 in	0.000 ft
D Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

## Steel Column

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File # KW-06008078

Innovative Structural Engineering, Inc. (ISE)

DESCRIPTION: POST COLUMN EXTENSION CHECK (ONLY EVERY 3rd COLUMN REPLACED) PC#2

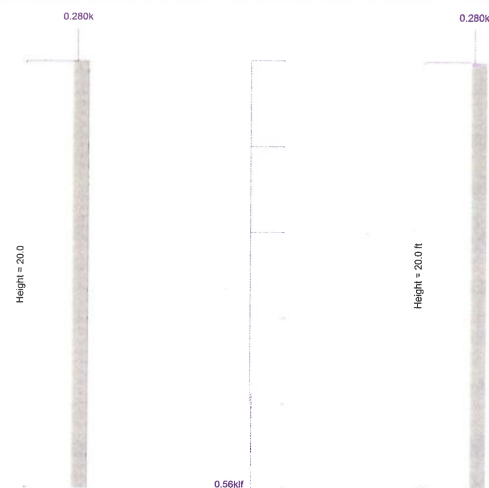
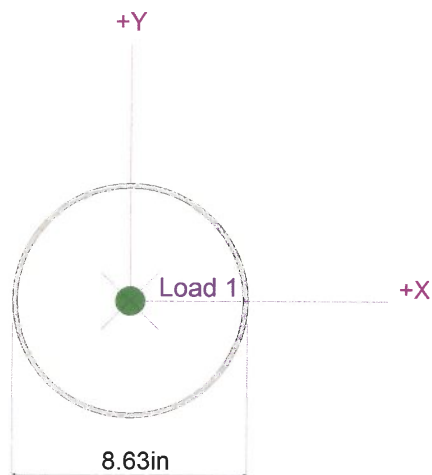
### Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
W Only	1.5777 in	10.067 ft	0.000 in	0.000 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

### Steel Section Properties : Pipe8STD

Depth	=	8.625 in	I xx	=	68.10 in <sup>4</sup>	J	=	136.000 in <sup>4</sup>
			S xx	=	15.80 in <sup>3</sup>			
Diameter	=	8.625 in	R xx	=	2.950 in			
Wall Thick	=	0.322 in	Zx	=	20.800 in <sup>3</sup>			
Area	=	7.850 in <sup>2</sup>	I yy	=	68.100 in <sup>4</sup>			
Weight	=	28.600 plf	S yy	=	15.800 in <sup>3</sup>			
			R yy	=	2.950 in			
Ycg	=	0.000 in						

### Sketches



# Pole Footing Embedded in Soil

File = W:\6036\03 - Engineering\Fence\Fence Footing.ec6  
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Lic. #: KW-06008078

Innovative Structural Engineering, Inc. (ISE)

**DESCRIPTION:** TYPICAL FENCE POST CHECK (ONLY EVERY 3rd COLUMN REPLACED) PC #2

## Code References

Calculations per IBC 2018 1807.3, CBC 2019, ASCE 7-16

Load Combinations Used : ASCE 7-10

## General Information

Pole Footing Shape Circular  
Pole Footing Diameter . . . . . 32.0 in  
Calculate Min. Depth for Allowable Pressures  
No Lateral Restraint at Ground Surface  
Allow Passive . . . . . 400.0 psf  
Max Passive . . . . . 1,500.0 psf

## Controlling Values

Governing Load Combination : +D+0.60W

Lateral Load 6.732 k  
Moment 67.320 k-ft

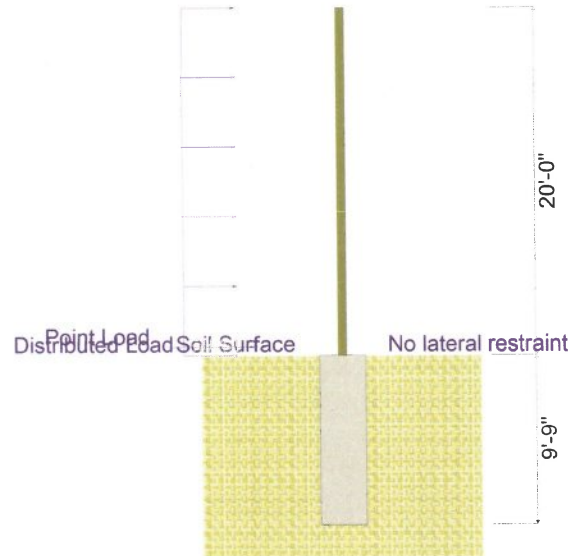
NO Ground Surface Restraint

Pressures at 1/3 Depth

Actual 1,291.82 psf  
Allowable 1,294.34 psf

**Minimum Required Depth 9.750 ft**

Footing Base Area 5.585 ft<sup>2</sup>  
Maximum Soil Pressure 0.09132 ksf



## Applied Loads

Lateral Concentrated Load (k)		Lateral Distributed Loads (klf)		Vertical Load (k)
D : Dead Load	k		k/ft	0.3360 k
Lr : Roof Live	k		k/ft	k
L : Live	k		k/ft	k
S : Snow	k		k/ft	k
W : Wind	k	0.5610	k/ft	k
E : Earthquake	0.170 k		k/ft	k
H : Lateral Earth	k		k/ft	k
Load distance above ground surface	0.50 ft	TOP of Load above ground surface	ft	
		20.0	ft	
		BOTTOM of Load above ground surface	ft	

## Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth		Soil Increase Factor
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)	
+1.518D+2.10E	0.357	0.179	1.88	233.1	234.7	1.000
+1.518D-2.10E	0.357	0.179	1.88	233.1	234.7	1.000
D Only	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.60W	6.732	67.320	9.75	1,291.8	1,294.3	1.000
+D-0.60W	6.732	67.320	9.75	1,291.8	1,294.3	1.000
+D+0.70E	0.119	0.060	1.13	144.4	144.8	1.000
+D-0.70E	0.119	0.060	1.13	144.4	144.8	1.000
+D+0.450W	5.049	50.490	8.75	1,154.1	1,155.6	1.000
+D-0.450W	5.049	50.490	8.75	1,154.1	1,155.6	1.000

## Pole Footing Embedded in Soil

File = W:\6036\03 - Engineering\Framel\Fence Footing.ec6  
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File # KW-06008078

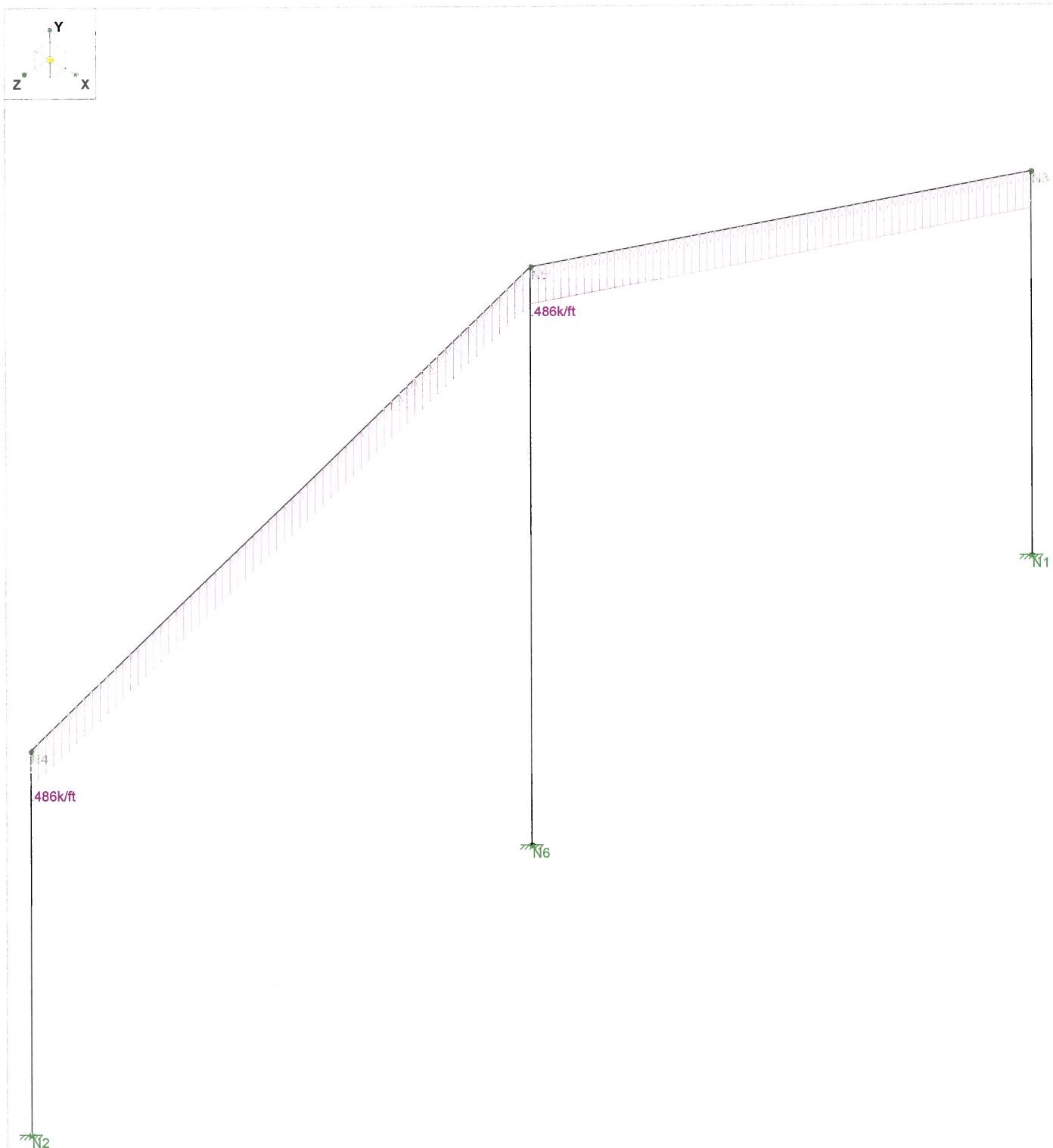
Innovative Structural Engineering, Inc. (ISE)

**DESCRIPTION:** TYPICAL FENCE POST CHECK (ONLY EVERY 3rd COLUMN REPLACED) PC #2

+D+0.5250E	0.089	0.045	1.00	127.7	128.2	1.000
+D-0.5250E	0.089	0.045	1.00	127.7	128.2	1.000
+0.60D+0.60W	6.732	67.320	9.75	1,291.8	1,294.3	1.000
+0.60D-0.60W	6.732	67.320	9.75	1,291.8	1,294.3	1.000
+0.60D+0.70E	0.119	0.060	1.13	144.4	144.8	1.000
+0.60D-0.70E	0.119	0.060	1.13	144.4	144.8	1.000

Sheet:	OMF1
Date:	04/08/19
#:	
Δ:	

STRENGTH LEVEL REACTION SUMMARY AT OMF COLUMN - PER RISA CALCULATION			
CHECK OMF STORY DRIFT PER ASCE 7 - SECT. 12.8.6,			
GIVEN: SEISMIC USE GROUP I, SDC D (R=3.5, Cd=3.0, I=1, S <sub>D5</sub> =1.302, ρ=1.3)			
$\Delta = 0.02hs_x =$	$h_{sx}, \text{ FT}$	$\Delta$	
	0.020 15.0	= 3.600	- ALLOW DRIFT, INCHES
$\delta_e = \text{CALC. DEFLECT. (RISA 3-D):}$		0.212 "	
Story Drift: Deflection * Cd * I		0.212 * 3 / (1 * 1.3) =	0.49 "
Story Drift (from Risa)**		= 0.489	- DESIGN STORY DRIFT, IN
SINCE $\Delta$ IS $\geq \delta_e$ , OMF STORY DRIFT IS ACCEPTABLE			



Loads: BLC 3, WIND  
Envelope Only Solution

ISE

19-6036

## STEEL NETTING STRUCTURE

SK - 5

Feb 26, 2019 at 2:06 PM

6036 - FRAME CALC.r3d



### Hot Rolled Steel Properties

	Label	E [ksi]	G [ksi]	Nu	Therm (1/E...)	Density[k/ft...]	Yield[ksi]	Ry	Fu[ksi]	Rt
1	A992	29000	11154	.3	.65	.49	50	1.1	65	1.1
2	A36 Gr. 36	29000	11154	.3	.65	.49	36	1.5	58	1.2
3	A572 Gr. 50	29000	11154	.3	.65	.49	50	1.1	65	1.1
4	A500 Gr. B RND	29000	11154	.3	.65	.527	42	1.4	58	1.3
5	A500 Gr. B Rect	29000	11154	.3	.65	.527	46	1.4	58	1.3
6	A53 Gr. B	29000	11154	.3	.65	.49	35	1.6	60	1.2
7	A1085	29000	11154	.3	.65	.49	50	1.4	65	1.3

### Hot Rolled Steel Section Sets

	Label	Shape	Type	Design List	Material	Design Rules	A [in2]	Iyy [in4]	Izz [in4]	J [in4]
1	HSS BM	HSS6X6X3	Beam	Tube	A500 Gr. B R...	Typical	3.98	22.3	22.3	35
2	HSS COL	HSS6X6X3	Column	Tube	A500 Gr. B R	Typical	3.98	22.3	22.3	35

### Joint Coordinates and Temperatures

	Label	X [ft]	Y [ft]	Z [ft]	Temp [F]	Detach From Diaphragm
1	N1	0	0	0	0	
2	N2	0	0	30	0	
3	N3	0	10	0	0	
4	N4	0	10	30	0	
5	N5	0	15.06	15	0	
6	N6	0	0	15	0	

### Joint Boundary Conditions

	Joint Label	X [k/in]	Y [k/in]	Z [k/in]	X Rot. [k-ft/rad]	Y Rot. [k-ft/rad]	Z Rot. [k-ft/rad]
1	N2	Reaction	Reaction	Reaction	Reaction	Reaction	Reaction
2	N1	Reaction	Reaction	Reaction	Reaction	Reaction	Reaction
3	N4						
4	N5						
5	N3						
6	N6	Reaction	Reaction	Reaction	Reaction	Reaction	Reaction

### Hot Rolled Steel Design Parameters

	Label	Shape	Length[ft]	Lbyy[ft]	Lbzz[ft]	Lcomp top[ft]	Lcomp bot[ft]	L-torqu...	Kyy	Kzz	Cb	Function
1	M1	HSS BM	15.83			Lbyy						Lateral
2	M2	HSS BM	15.83			Lbyy						Lateral
3	M3	HSS COL	10									Lateral
4	M4	HSS COL	10									Lateral
5	M5	HSS COL	15.06			Lbyy						Lateral

### Member Distributed Loads (BLC 1 : DEAD)

	Member Label	Direction	Start Magnitude[k/ft, ...]	End Magnitude[k/ft, F...	Start Location[ft, %]	End Location[ft, %]
1	M1	Y	-.015	-.015	0	0
2	M2	Y	-.015	-.015	0	0

### Member Distributed Loads (BLC 3 : WIND)

	Member Label	Direction	Start Magnitude[k/ft,...	End Magnitude[k/ft,F...	Start Location[ft,%]	End Location[ft,%]
1	M3	y	.015	.015	0	0
2	M5	y	.015	.015	0	0
3	M4	y	.015	.015	0	0
4	M1	Y	.286	.286	0	0
5	M2	Y	.286	.286	0	0

### Load Combinations

	Description	Sol..	PD..	SR..	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...
1	Dead	Yes	Y		DL	1							
2	Live Roof	Yes	Y		RLL	1							
3	Dead + Liv...	Yes	Y		DL	1	RLL	1					
4	ASCE Str...	Yes	Y		DL	1.4							
5	ASCE Str...	Yes	Y		DL	1.2	LL	1.6	LLS	1.6	RLL	.5	
6	ASCE Str...	Yes	Y		DL	1.2	LL	1.6	LLS	1.6			
7	ASCE Str...	Yes	Y		DL	1.2	RLL	1.6	LL	.5	LLS	1	
8	ASCE Str...	Yes	Y		DL	1.2	RLL	1.6	WL	.5			
9	ASCE Str...	Yes	Y		DL	1.2	WL	.5					
10	ASCE Str...	Yes	Y		DL	1.2	WL	1	LL	.5	LLS	1	RLL .5
11	ASCE Str...	Yes	Y		DL	1.2	WL	1	LL	.5	LLS	1	
12	ASCE Str...	Yes	Y		DL	9	WL	1					
13	ASCE Str...	Yes	Y		DL	1.2	Rh...	1	LL	.5	LLS	1	
14	ASCE Str...	Yes	Y		DL	9	Rh...	1					
15	ASCE Str...	Yes	Y		DL	1.2	O...	1	LL	.5	LLS	1	
16	ASCE Str...	Yes	Y		DL	9	O...	1					
17	Wind	Yes	Y		WL	1							
18	Seismic	Yes	Y		EL	1							

### Load Combination Design

	Description	ASIF	CD	Service	Hot Rolled	Cold For...	Wood	Concrete	Masonry	Aluminum	Stainless	Connection
1	Dead			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Live Roof			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Dead + Live ...			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	ASCE Streng				Yes	Yes		Yes	Yes	Yes	Yes	Yes
5	ASCE Streng...				Yes	Yes		Yes	Yes	Yes	Yes	Yes
6	ASCE Streng				Yes	Yes		Yes	Yes	Yes	Yes	Yes
7	ASCE Streng...				Yes	Yes		Yes	Yes	Yes	Yes	Yes
8	ASCE Streng				Yes	Yes		Yes	Yes	Yes	Yes	Yes
9	ASCE Streng...				Yes	Yes		Yes	Yes	Yes	Yes	Yes
10	ASCE Streng				Yes	Yes		Yes	Yes	Yes	Yes	Yes
11	ASCE Streng...				Yes	Yes		Yes	Yes	Yes	Yes	Yes
12	ASCE Streng				Yes	Yes		Yes	Yes	Yes	Yes	Yes
13	ASCE Streng...				Yes	Yes		Yes	Yes	Yes	Yes	Yes
14	ASCE Streng				Yes	Yes		Yes	Yes	Yes	Yes	Yes
15	ASCE Streng...				Yes	Yes		Yes	Yes	Yes	Yes	Yes
16	ASCE Streng				Yes	Yes		Yes	Yes	Yes	Yes	Yes
17	Wind				Yes	Yes		Yes	Yes	Yes	Yes	Yes
18	Seismic				Yes	Yes		Yes	Yes	Yes	Yes	Yes

### Envelope Joint Reactions

	Joint		X [k]	LC	Y [k]	LC	Z [k]	LC	MX [k-ft]	LC	MY [k-ft]	LC	MZ [k-ft]	LC
1	N2	max	.164	11	.669	13	.522	17	1.726	17	0	18	0	18
2		min	0	1	-2.225	17	-.472	13	-2.831	13	-.057	10	-.934	10
3	N1	max	.164	11	.526	4	.076	4	.251	4	.057	11	0	18
4		min	0	1	-2.225	17	-.522	17	-2.452	14	0	1	-.934	10
5	N6	max	.199	17	.973	4	0	17	0	17	0	18	0	18
6		min	0	1	-4.606	17	-.212	14	-1.624	13	0	1	-1.186	10
7	Totals:	max	.526	17	2.025	4	0	17						
8		min	0	1	-9.055	17	-1.027	13						

### Envelope Joint Displacements

	Joint		X [in]	LC	Y [in]	LC	Z [in]	LC	X Rotation [rad]	LC	Y Rotation [rad]	LC	Z Rotation [r...]	LC
1	N1	max	0	18	0	18	0	18	0	18	0	18	0	18
2		min	0	1	0	1	0	1	0	1	0	1	0	1
3	N2	max	0	18	0	18	0	18	0	18	0	18	0	18
4		min	0	1	0	1	0	1	0	1	0	1	0	1
5	N3	max	0	18	.003	17	.212	13	1.896e-03	13	0	18	1.05e-03	11
6		min	-.088	10	0	4	0	4	-2.454e-03	17	-2.084e-04	10	0	1
7	N4	max	0	18	.003	17	.212	13	2.454e-03	17	2.084e-04	11	1.05e-03	11
8		min	-.088	10	0	13	-.001	17	-3.553e-04	4	0	1	0	1
9	N5	max	0	18	.009	17	.212	13	8.968e-05	13	0	18	1.28e-03	11
10		min	-.192	10	-.002	4	0	1	0	1	0	1	0	1
11	N6	max	0	18	0	18	0	18	0	18	0	18	0	18
12		min	0	1	0	1	0	1	0	1	0	1	0	1

### Envelope AISC 14th(360-10): ASD Steel Code Checks

	Member	Shape	Code Check	Loc[ft]	LC	Shea...	Loc[ft]	Dir	LC	Pnc/...	Pnt/o...	Mny...	Mnz...	Cb	Eqn
1	M1	HSS6X6X3	.372	15.83	17	.077	15.83	y	17	71.083109...	18.50118.501	2.214	H1-...		
2	M2	HSS6X6X3	.372	0	17	.077	0	y	17	71.083109...	18.50118.501	2.214	H1-...		
3	M3	HSS6X6X3	.202	10	17	.020	0	z	17	92.224109...	18.50118.501	2.032	H1-...		
4	M4	HSS6X6X3	.202	10	17	.020	0	z	17	92.224109...	18.50118.501	2.032	H1-...		
5	M5	HSS6X6X3	.093	15.06	13	.007	0	z	13	74.069109...	18.50118.501	1	H1-...		

### Joint Loads and Enforced Displacements (BLC 4 : SEISMIC)

	Joint Label	L,D,M	Direction	Magnitude[(k,k-ft), (in,rad), (k*s^2/f...
1	N3	L	Z	.16
2	N4	L	Z	.16
3	N5	L	Z	.47



## Pole Footing Embedded in Soil

File = W:\6036\03 - Engineering\Fence\Fence Footing.ec6  
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Innovative Structural Engineering, Inc. (ISE)

Job #: KVV-06008078

DESCRIPTION: FRAME FOOTING PC#2

### Code References

Calculations per IBC 2018 1807.3, CBC 2019, ASCE 7-16

Load Combinations Used : ASCE 7-10

### General Information

Pole Footing Shape Circular  
Pole Footing Diameter 24.0 in  
Calculate Min. Depth for Allowable Pressures  
Lateral Restraint at Ground Surface  
Allow Passive 400.0 psf  
Max Passive 1,500.0 psf

Point Load

### Controlling Values

Governing Load Combination : +D+0.60W

Lateral Load 3.459 k  
Moment 50.150 k-ft

Restraint @ Ground Surface

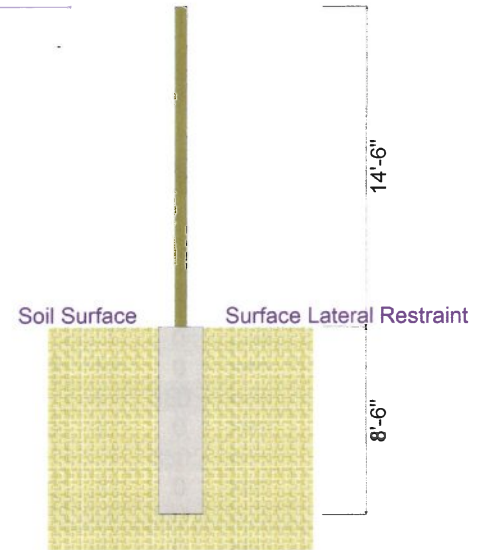
Pressure at Depth

Actual 1,474.99 psf  
Allowable 1,500.0 psf

Surface Restraint Force 15,996.0 lbs

Minimum Required Depth 8.50 ft

Footing Base Area 3.142 ft<sup>2</sup>  
Maximum Soil Pressure 0.0 ksf



### Applied Loads

Lateral Concentrated Load (k)	Lateral Distributed Loads (klf)	Applied Moment (kft)	Vertical Load (k)
D : Dead Load 0.6950 k	k/ft	k-ft	k
Lr : Roof Live k	k/ft	k-ft	k
L : Live k	k/ft	k-ft	k
S : Snow k	k/ft	k-ft	k
W : Wind 4.606 k	k/ft	k-ft	k
E : Earthquake 0.3150 k	k/ft	k-ft	k
H : Lateral Earth k	k/ft	k-ft	k
Load distance above ground surface 14.50 ft	TOP of Load above ground surface		
	BOTTOM of Load above ground surface		

### Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at Depth		Soil Increase Factor
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)	
+1.518D+2.10E	1.717	24.889	6.00	1,469.2	1,500.0	1.000
+1.518D-2.10E	0.394	5.706	3.13	1,241.6	1,250.0	1.000
D Only	0.695	10.078	3.88	1,426.2	1,500.0	1.000
+D+0.60W	3.459	50.150	8.50	1,475.0	1,500.0	1.000
+D-0.60W	2.069	29.995	6.63	1,452.2	1,500.0	1.000
+D+0.70E	0.916	13.275	4.38	1,473.8	1,500.0	1.000
+D-0.70E	0.475	6.880	3.38	1,283.6	1,350.0	1.000
+D+0.450W	2.768	40.132	7.63	1,466.8	1,500.0	1.000
+D-0.450W	1.378	19.977	5.38	1,469.3	1,500.0	1.000

## Pole Footing Embedded in Soil

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Job # KW-06008078

Innovative Structural Engineering, Inc. (ISE)

### DESCRIPTION: FRAME FOOTING PC#2

+D+0.5250E	0.860	12.475	4.25	1,467.7	1,500.0	1.000
+D-0.5250E	0.530	7.680	3.50	1,332.2	1,400.0	1.000
+0.60D+0.60W	3.181	46.119	8.13	1,484.5	1,500.0	1.000
+0.60D-0.60W	2.347	34.026	7.00	1,475.6	1,500.0	1.000
+0.60D+0.70E	0.638	9.244	3.75	1,396.8	1,500.0	1.000
+0.60D-0.70E	0.197	2.849	2.50	968.7	1,000.0	1.000

Sht:	DP - Bar
Date:	-
#:	-
Δ:	-

**Cast In Place - Drilled Pier Reinforcement in Seismic Design**  
 Category D, E & F Per CBC 1810.1 through 1810.4

Pier Information:		
Diameter (D) =	24	in
Depth (H) =	8.5	ft
$f_c$ =	2,500	psi
$f_y$ =	60,000	psi
$A_g$ =	452.39	in <sup>2</sup>
Edge Rebar Cover =	3	in
$A_{ch}$ =	254.47	in <sup>2</sup>

**Longitudinal Bar: Per 1810.3.9.4.2** (Cast in Place)

Longitudinal Bar =	6	#	6
$\rho_{long}$ =	0.0058	>	0.005
Rebar Distance from surface or Point of Fixity =	10	ft	(H/2, 10', 3D or Flexural Length = 6 ft per Pier Design)

**Upper Transverse Bar: Per 1810.3.8.2.3** (Cast in Place)

Transverse Rebar =	#	4	(#3 if D ≤ 20" or #4)
Spacing, s =	4.5	in	< 4.50 in Min (6", D/4, 6d <sub>b long</sub> )
Volumetric Ratio, $\rho_s$ =	0.0296	>	0.0146 (0.12f <sub>c</sub> /f <sub>y</sub> , 0.45(A <sub>g</sub> /A <sub>ch</sub> - 1)f <sub>c</sub> /f <sub>y</sub> )
Distance from surface or Point of Fixity =	6	ft	(D/3)

**Remainder Transverse Bar:**

Transverse Rebar =	#	4	(#3 if D ≤ 20" or #4)
Spacing, s =	8	in	< 9.00 in Min (12", D/2, 12d <sub>b long</sub> )

Company:		Date:	4/8/2019
Engineer:		Page:	1/6
Project:			
Address:			
Phone:			
E-mail:			

### 1. Project information

Customer company:  
 Customer contact name:  
 Customer e-mail:  
 Comment:

Project description:  
 Location:  
 Fastening description:

### 2. Input Data & Anchor Parameters

#### General

Design method: ACI 318-14  
 Units: Imperial units

#### Anchor Information:

Anchor type: Cast-in-place  
 Material: AB  
 Diameter (inch): 0.750  
 Effective Embedment depth,  $h_{ef}$  (inch): 8.000  
 Anchor category: -  
 Anchor ductility: Yes  
 $h_{min}$  (inch): 10.25  
 $C_{min}$  (inch): 1.63  
 $S_{min}$  (inch): 3.00

#### Base Material

Concrete: Normal-weight  
 Concrete thickness,  $h$  (inch): 60.00  
 State: Cracked  
 Compressive strength,  $f_c$  (psi): 2500  
 $\Psi_{c,v}$ : 1.4  
 Reinforcement condition: B tension, B shear  
 Supplemental reinforcement: Not applicable  
 Reinforcement provided at corners: No  
 Ignore concrete breakout in tension: No  
 Ignore concrete breakout in shear: No  
 Ignore 6do requirement: Yes  
 Build-up grout pad: No

#### Base Plate

Length x Width x Thickness (inch): 12.00 x 12.00 x 0.50  
 Yield stress: 36 psi

Profile type/size: HSS6X6X3/8

#### Recommended Anchor

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB6 (3/4"Ø)





Company:		Date:	4/8/2019
Engineer:		Page:	2/6
Project:			
Address:			
Phone:			
E-mail:			

#### Load and Geometry

Load factor source: ACI 318 Section 5.3

Load combination: not set

Seismic design: No

Anchors subjected to sustained tension: Not applicable

Apply entire shear load at front row: No

Anchors only resisting wind and/or seismic loads: No

Strength level loads:

$N_{ua}$  [lb]: 4700

$V_{uax}$  [lb]: 0

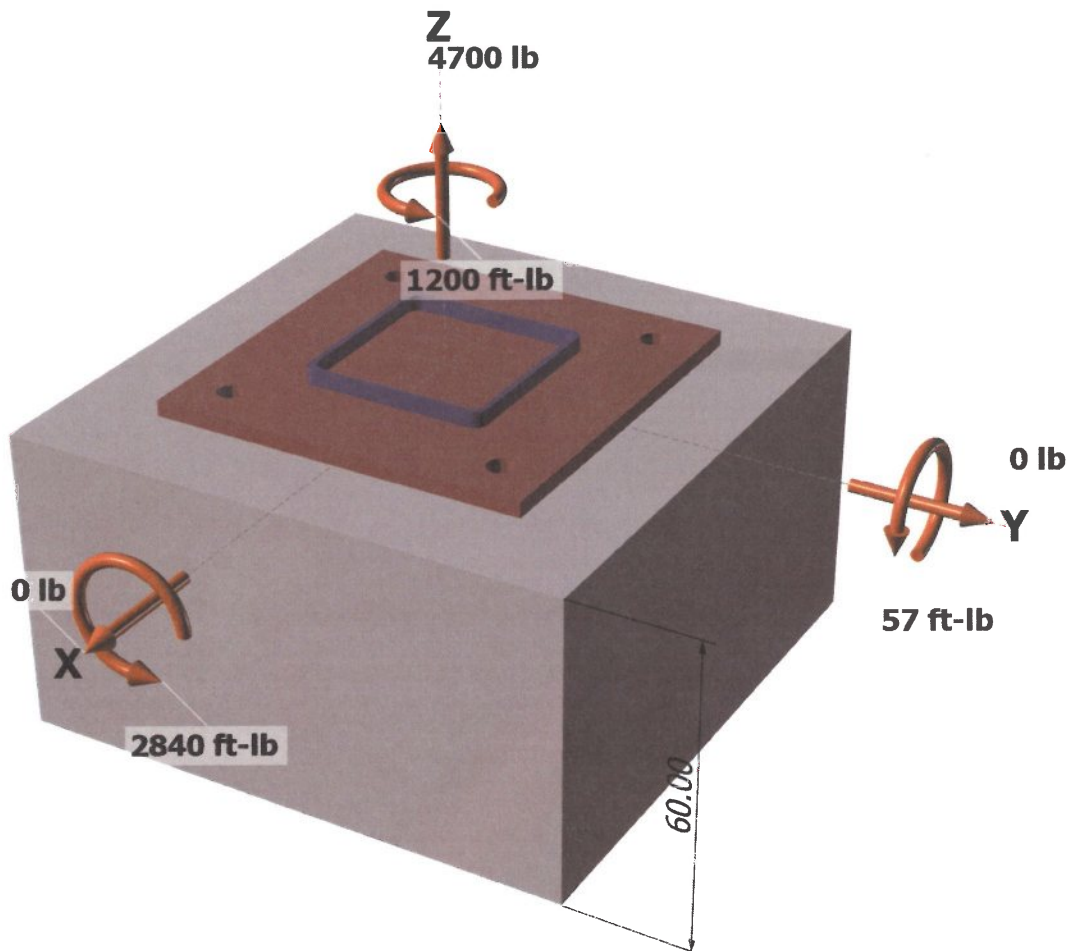
$V_{uay}$  [lb]: 0

$M_{ux}$  [ft-lb]: 2840

$M_{uy}$  [ft-lb]: 57

$M_{uz}$  [ft-lb]: 1200

<Figure 1>



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.560.9000 Fax: 925.847.3871 [www.strongtie.com](http://www.strongtie.com)

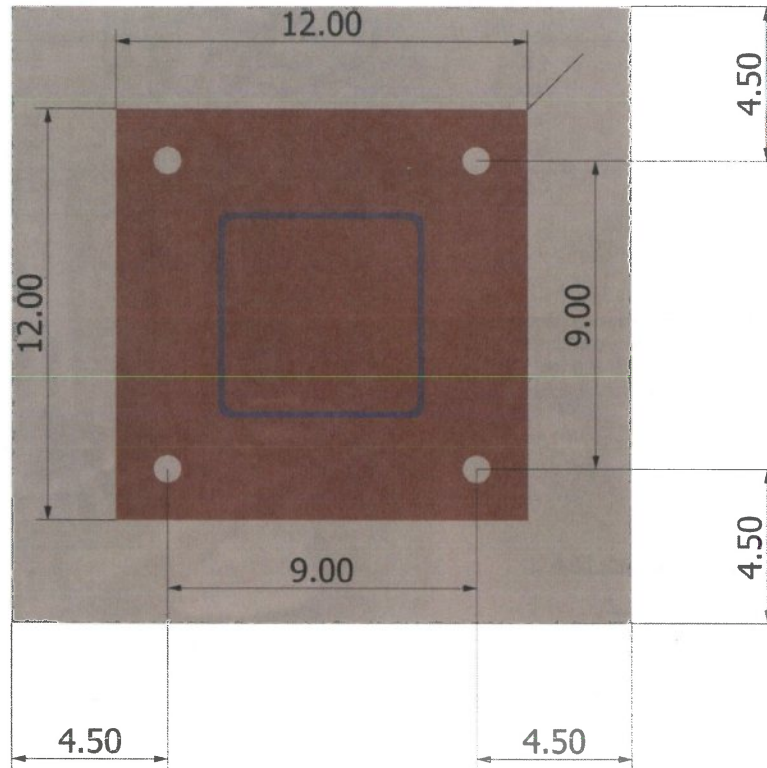




Anchor Designer™  
Software  
Version 2.6.6703.6

Company:		Date:	4/8/2019
Engineer:		Page:	3/6
Project:			
Address:			
Phone:			
E-mail:			

<Figure 2>





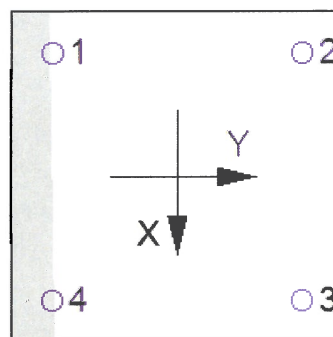
Company:		Date:	4/8/2019
Engineer:		Page:	4/6
Project:			
Address:			
Phone:			
E-mail:			

### 3. Resulting Anchor Forces

Anchor	Tension load, N <sub>ua</sub> (lb)	Shear load x, V <sub>uax</sub> (lb)	Shear load y, V <sub>uay</sub> (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	25.8	400.0	-400.0	565.7
2	3020.0	-400.0	-400.0	565.7
3	2971.0	-400.0	400.0	565.7
4	0.0	400.0	400.0	565.7
Sum	6016.8	0.0	0.0	2262.7

Maximum concrete compression strain (‰): 0.04  
Maximum concrete compression stress (psi): 156  
Resultant tension force (lb): 6017  
Resultant compression force (lb): 1316  
Eccentricity of resultant tension forces in x-axis, e'<sub>Nx</sub> (inch): 1.44  
Eccentricity of resultant tension forces in y-axis, e'<sub>Ny</sub> (inch): 2.96  
Eccentricity of resultant shear forces in x-axis, e'<sub>Vx</sub> (inch): 0.00  
Eccentricity of resultant shear forces in y-axis, e'<sub>Vy</sub> (inch): 0.00

<Figure 3>



### 4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N <sub>sa</sub> (lb)	φ	φN <sub>sa</sub> (lb)
19370	0.75	14528

### 5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \text{ (Eq. 17.4.2.2a)}$$

k <sub>c</sub>	λ <sub>a</sub>	f' <sub>c</sub> (psi)	h <sub>ef</sub> (in)	N <sub>b</sub> (lb)
24.0	1.00	2500	3.005	6252

$$\phi N_{cbg} = \phi (A_{Nc} / A_{Nco}) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \text{ (Sec. 17.3.1 \& Eq. 17.4.2.1b)}$$

A <sub>Nc</sub> (in <sup>2</sup> )	A <sub>Nco</sub> (in <sup>2</sup> )	c <sub>a,min</sub> (in)	ψ <sub>ec,N</sub>	ψ <sub>ed,N</sub>	ψ <sub>c,N</sub>	ψ <sub>cp,N</sub>	N <sub>b</sub> (lb)	φ	φN <sub>cbg</sub> (lb)
262.11	81.28	4.50	0.457	0.999	1.00	1.000	6252	0.70	6447

### 6. Pullout Strength of Anchor in Tension (Sec. 17.4.3)

$$\phi N_{pn} = \phi \psi_{c,P} N_p = \phi \psi_{c,P} 8 A_{brg} f'_c \text{ (Sec. 17.3.1, Eq. 17.4.3.1 \& 17.4.3.4)}$$

ψ <sub>c,P</sub>	A <sub>brg</sub> (in <sup>2</sup> )	f' <sub>c</sub> (psi)	φ	φN <sub>pn</sub> (lb)
1.0	3.53	2500	0.70	49476

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.560.9000 Fax: 925.847.3871 www.strongtie.com



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Engineer:		Page:	5/6
Project:			
Address:			
Phone:			
E-mail:			

### 8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

$V_{sa}$ (lb)	$\phi_{grout}$	$\phi$	$\phi_{grout}\phi V_{sa}$ (lb)
11625	1.0	0.65	7556

### 9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

#### Shear perpendicular to edge in y-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2}d_a\lambda_a\sqrt{f_c}C_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}C_{a1}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

$l_e$ (in)	$d_a$ (in)	$\lambda_a$	$f_c$ (psi)	$C_{a1}$ (in)	$V_{by}$ (lb)
6.00	0.750	1.00	2500	4.50	4296

$$\phi V_{cbgy} = \phi (A_{Vc}/A_{Vco})\psi_{ec,V}\psi_{ed,V}\psi_{c,V}\psi_{h,V}V_{by} \text{ (Sec. 17.3.1 \& Eq. 17.5.2.1b)}$$

$A_{Vc}$ (in <sup>2</sup> )	$A_{Vco}$ (in <sup>2</sup> )	$\psi_{ec,V}$	$\psi_{ed,V}$	$\psi_{c,V}$	$\psi_{h,V}$	$V_{by}$ (lb)	$\phi$	$\phi V_{cbgy}$ (lb)
75.94	91.13	1.000	0.900	1.400	1.000	4296	0.70	3157

#### Shear perpendicular to edge in x-direction:

$$V_{bx} = \min[7(l_e/d_a)^{0.2}d_a\lambda_a\sqrt{f_c}C_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}C_{a1}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

$l_e$ (in)	$d_a$ (in)	$\lambda_a$	$f_c$ (psi)	$C_{a1}$ (in)	$V_{bx}$ (lb)
6.00	0.750	1.00	2500	4.50	4296

$$\phi V_{cbgx} = \phi (A_{Vc}/A_{Vco})\psi_{ec,V}\psi_{ed,V}\psi_{c,V}\psi_{h,V}V_{bx} \text{ (Sec. 17.3.1 \& Eq. 17.5.2.1b)}$$

$A_{Vc}$ (in <sup>2</sup> )	$A_{Vco}$ (in <sup>2</sup> )	$\psi_{ec,V}$	$\psi_{ed,V}$	$\psi_{c,V}$	$\psi_{h,V}$	$V_{bx}$ (lb)	$\phi$	$\phi V_{cbgx}$ (lb)
75.94	91.13	1.000	0.900	1.400	1.000	4296	0.70	3157

#### Shear parallel to edge in y-direction:

$$V_{bx} = \min[7(l_e/d_a)^{0.2}d_a\lambda_a\sqrt{f_c}C_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}C_{a1}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

$l_e$ (in)	$d_a$ (in)	$\lambda_a$	$f_c$ (psi)	$C_{a1}$ (in)	$V_{bx}$ (lb)
6.00	0.750	1.00	2500	4.50	4296

$$\phi V_{cbgy} = \phi (2)(A_{Vc}/A_{Vco})\psi_{ec,V}\psi_{ed,V}\psi_{c,V}\psi_{h,V}V_{bx} \text{ (Sec. 17.3.1, 17.5.2.1(c) \& Eq. 17.5.2.1b)}$$

$A_{Vc}$ (in <sup>2</sup> )	$A_{Vco}$ (in <sup>2</sup> )	$\psi_{ec,V}$	$\psi_{ed,V}$	$\psi_{c,V}$	$\psi_{h,V}$	$V_{bx}$ (lb)	$\phi$	$\phi V_{cbgy}$ (lb)
121.50	91.13	1.000	1.000	1.400	1.000	4296	0.70	11226

#### Shear parallel to edge in x-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2}d_a\lambda_a\sqrt{f_c}C_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}C_{a1}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

$l_e$ (in)	$d_a$ (in)	$\lambda_a$	$f_c$ (psi)	$C_{a1}$ (in)	$V_{by}$ (lb)
6.00	0.750	1.00	2500	4.50	4296

$$\phi V_{cbgx} = \phi (2)(A_{Vc}/A_{Vco})\psi_{ec,V}\psi_{ed,V}\psi_{c,V}\psi_{h,V}V_{by} \text{ (Sec. 17.3.1, 17.5.2.1(c) \& Eq. 17.5.2.1b)}$$

$A_{Vc}$ (in <sup>2</sup> )	$A_{Vco}$ (in <sup>2</sup> )	$\psi_{ec,V}$	$\psi_{ed,V}$	$\psi_{c,V}$	$\psi_{h,V}$	$V_{by}$ (lb)	$\phi$	$\phi V_{cbgx}$ (lb)
121.50	91.13	1.000	1.000	1.400	1.000	4296	0.70	11226

### 10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$$\phi V_{cp} = \phi K_{cp}N_{cb} = \phi K_{cp}(A_{Nc}/A_{Nco})\psi_{ed,N}\psi_{c,N}\psi_{cp,N}N_b \text{ (Sec. 17.3.1 \& Eq. 17.5.3.1a)}$$

$K_{cp}$	$A_{Nc}$ (in <sup>2</sup> )	$A_{Nco}$ (in <sup>2</sup> )	$\psi_{ed,N}$	$\psi_{c,N}$	$\psi_{cp,N}$	$N_b$ (lb)	$\phi$	$\phi V_{cp}$ (lb)
2.0	81.00	576.00	0.813	1.000	1.000	27153	0.70	4343

### 11. Results

#### Interaction of Tensile and Shear Forces (Sec. 17.6.)

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.560.9000 Fax: 925.847.3871 www.strongtie.com

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E-mail:			

Tension	Factored Load, N <sub>ua</sub> (lb)	Design Strength, ϕN <sub>n</sub> (lb)	Ratio	Status	
Steel	3020	14528	0.21	Pass	
Concrete breakout	6017	6447	0.93	Pass (Governs)	
Pullout	3020	49476	0.06	Pass	
Shear	Factored Load, V <sub>ua</sub> (lb)	Design Strength, ϕV <sub>n</sub> (lb)	Ratio	Status	
Steel	566	7556	0.07	Pass	
T Concrete breakout y+	400	3157	0.13	Pass	
T Concrete breakout x+	400	3157	0.13	Pass	
Concrete breakout x+	800	11226	0.07	Pass	
Concrete breakout y-	800	11226	0.07	Pass	
Concrete breakout, combined	-	-	0.18	Pass (Governs)	
Pryout	566	4343	0.13	Pass	
Interaction check	N <sub>ua</sub> /ϕN <sub>n</sub>	V <sub>ua</sub> /ϕV <sub>n</sub>	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.93	0.00	93.3 %	1.0	Pass

PAB6 (3/4"Ø) with hef = 8.000 inch meets the selected design criteria.

## 12. Warnings

- Minimum spacing and edge distance requirement of 6da per ACI 318 Sections 17.7.1 and 17.7.2 for torqued cast-in-place anchor is waived per designer option.
- Designer must exercise own judgement to determine if this design is suitable.

**Federally Assisted Project  
U.S. Department of Housing and Urban Development**

Exhibit 1	Summary of Contract Provisions for Inclusion in the Notice Inviting Bids
Exhibit 2	Federal Labor Standards Provisions – HUD-4010
Exhibit 3	Federal Equal Employment Opportunity / Affirmative Action Provisions
Exhibit 4	Contracting With Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
Exhibit 5	Worker's Compensation Certification
Exhibit 6	List of Proposed Subcontractors or Sub-Tier Contractors
Exhibit 7	Certification of Understanding and Authorization
Exhibit 8	Request for Additional Classification and Rate
Exhibit 9	Non-Segregated Facilities Certification
Exhibit 10	Past Performance Certification
Exhibit 11	Notice of Equal Employment Opportunity
Exhibit 12	Minority and Women's Business Enterprise Tierd Compliance Plan
Exhibit 13	Federal Wage Decision

## EXHIBIT 1

### Summary of Contract Provisions for Inclusion in the Notice Inviting Bids

**Prevailing Wage Statement:** This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

**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.

**Minority and Women Owned Business:** Bidders will be required to document their status as a Minority Business Enterprise (MBE), a Women-owned Business Enterprise (WBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the contract bid.

**Conflict of Interest:** In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA - 24 CFR 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, would be involved.

**EXHIBIT 2**

**Federal Labor Standards Provisions**

(Next Page)

**Applicability**

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

### EXHIBIT 3

#### **Federal Equal Employment Opportunity / Affirmative Action Provisions**

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of

the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY** (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

**Timetables**

Location of Work by Standard Metropolitan Statistical Area (SMSA)	Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
0360 Anaheim-Santa Ana-Garden Grove, CA	11.9%	6.9%
4480 Los Angeles-Long Beach, CA	28.3%	6.9%
6000 Oxnard-Simi Valley-Ventura, CA	21.5%	6.9%
6780 Riverside-San Bernardino-Ontario, CA	19.0%	6.9%
7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7%	6.9%
7320 San Diego, CA	16.9%	6.9%
6920 Sacramento, CA	16.1%	6.9%
8520 Tucson, Pima AZ	24.1%	6.9%
6200 Phoenix, Maricopa AZ	15.8%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive

Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
  - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
  - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
  - (4) Minority includes:
    - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
    - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and

the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its



actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy

on bulletin boards accessible to all employees at each location where construction work is performed.

- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).
  - n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
  - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
  - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date

and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
  - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
  - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
  - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

## **EXHIBIT 4**

### **Minority and Women-Owned Business Enterprise Plan**

#### **A. Background**

The Awarding Agency is a recipient of federal housing and community development assistance through the U.S. Department of Housing and Urban Development (HUD). OMB Circular A-102 states that "It is national policy to award a fair share of contracts to small and minority business firms. Grantees shall take similar appropriate affirmative action to support of women's enterprises and are encouraged to procure goods and services from labor surplus areas." The Uniform Administrative Requirements of 24 CFR 85.36(e) require the Awarding Agency to "take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible." This requirement is applicable to contracting and subcontracting opportunities funded in whole or in part with the federal housing and community development assistance.

Further, the Awarding Agency is required to submit a report to HUD pertaining to the Awarding Agency's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) contracting and subcontracting activity generated through the expenditure of HUD funds.

#### **B. Policy**

For the purpose of this contract award, the Awarding Agency shall utilize MBE/WBE firms to the greatest extent possible, feasible and legally permissible. This MBE/WBE Plan is guided by the preceding federal regulations and all other related federal and state laws and regulations governing discrimination, equal opportunity and affirmative action pertaining to federally-funded contract and subcontract activities.

The Awarding Agency requires all bidders to abide by these provisions and to make every effort to obtain MBE/WBE participation on this project. Failure to provide required MBE/WBE information to the Awarding Agency as required or requested in this bid solicitation may result in a determination by the Awarding Agency that the bidder is not a responsible bidder.

A successful bidder does not have to be a member of a minority group. What the Awarding Agency is attempting to do is make every possible effort to ensure the participation of MBE/WBE firms on this federally-funded contracting opportunity. This does not preclude the participation of firms that are not MBE/WBE. However, the MBE and WBE performing or providing services must not act merely as a passive conduit. In the event the Awarding Body has reason to question the authenticity of ownership of an MBE/WBE, the burden of proof is on the claimant and/or contracting party to provide documentation to substantiate the ownership and management of a particular MBE or WBE.

Whenever a joint venture MBE/WBE involves a business owned by minorities or women, the contractor shall provide the Awarding Agency with a full account of the nature of the relationship, the basis for creation, the particular financial participation and administrative responsibilities of the parties. The nature of the relationship shall be in writing, and conform to pertinent laws governing the relationships. The Awarding Agency shall have the right to review and make a determination on the propriety of same.

### C. Definitions

- a. Minority and women business enterprises are defined as any financial institution, business, service, contracting business which is solely owned and operated by a minority group member or women or that is more than 50% owned by minority group members or women. If the enterprise is publicly owned, the minority/women members or stockholders must have at least 51% interest and possess control over management, capital and earnings.
- b. Minority Group Member- Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, and women.
  - Black: A person with origins in any of the black racial groups of Africa.
  - Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. Portuguese are excluded from the Hispanic category and are classified according to their race.
  - Asian or Pacific Islander: A person having origins in the Far East, Southeast Asia, Indian subcontinent or Pacific Islands.
  - American Indian or Alaskan Native: A person with origins in original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
- c. Other
  - Small Business Enterprise: A business which meets the definition of minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration.
  - Contractor/Subcontractor/Supplier: The individual, partnership, corporation or other legal entity entering into a contract with the City or the City's contractor to perform a portion of the work.

### D. Outreach Efforts

Non MBE/WBE bidders must notify minority and women contractors, associations, minority interest groups, etc., of their intention to solicit bids for subcontracts from MBE/WBE firms. This may be accomplished in a variety of ways; however, the non-MBE/WBE bidder must demonstrate that good faith efforts were made to secure the participation of MBE/WBE firms.

### E. Documentation Required from Bidders to Document Responsible MBE/WBE Outreach

As part of this contract opportunity, non MBE/WBE bidders must demonstrate that they have made the subcontracting opportunity known to at least three (3) MBE/WBE firms listed in a bona-fide listing of MBE/WBE firms. Such notification must be made at least two (2) weeks prior to bid opening via registered or certified mail. If the contractor has not achieved the participation goal, the Awarding Agency will determine whether the contractor made a good faith effort based on the outreach efforts that are documented on the MBE/WBE Tiered Compliance Plan.

1. To be considered responsible, bidders must submit the MBE/WBE Tiered Compliance Plan (included in this Bid Document/Solicitation) and all supporting documentation to:
  - Document their own MBE or WBE status, or
  - Document the award of MBE and WBE subcontracts to bona-fide firms, or

- Document the required minimum three (3) firm outreach effort and any other outreach efforts.

**The good-faith effort Affidavit on the MBE/WBE Tiered Compliance Plan must be notarized.**

2. Some examples of acceptable good-faith supporting documentation include:
  - Responses, proposals, bids from MBE and WBE, rejections and contractor's responses.
  - Contracts with MBE and WBE organizations, associations, related agencies, disseminating bid information.
  - Copies of registered/certified letters, etc.
  - Efforts undertaken by contractor(s) to assist MBE/WBE with obtaining plans, specification, sub bid requirements and bonding.
  - Assistance and encouragement of MBE/WBE and subcontractor participation in all areas of business environment.
  - Methods used in soliciting bids from MBE/WBE, subcontractors and suppliers by advertisements, trade publications, media, etc.
  - Contracts with MBE/WBE brokers, agents, owners, operators of equipment, etc.
  - Other efforts taken by contractor to encourage MBE/WBE participation.

**F. Contract Award / Protest**

Where a determination is made by Awarding Agency staff as part of the MBE/WBE Bid Evaluation that a bidder is not a MBE/WBE firm or has not made the good faith effort to ensure participation by eligible, WBE and MBE subcontractors, the bid may be deemed not responsible. A bidder whose bid is deemed not responsible may protest to the Contracting Officer of the Awarding Body in writing within 72 hours of the notification of such a determination. The Contracting Officer shall review the facts presented in the written appeal, including any supporting materials, and shall issue a determination and response on the merits of the appeal within ten (10) calendar days. The decision of the Contracting Officer shall be final.



## EXHIBIT 5

### Worker's Compensation Certification

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DATE

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PROJECT NAME

---

PROJECT NUMBER

---

COMPANY NAME

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PHONE

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COMPANY ADDRESS

I certify, by signature below, that 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 will comply with such provisions before commencing the performance of the work of this contract.

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AUTHORIZED OFFICIAL NAME

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AUTHORIZED OFFICIAL TITLE/CAPACITY

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AUTHORIZED OFFICIAL SIGNATURE

---

DATE

EXHIBIT 6

List of Proposed Subcontractors or Sub-Tier Contractors

PROJECT NAME

COMPANY NAME

COMPANY ADDRESS

PROJECT NUMBER

BID/CONTRACT/SUBCONTRACT DOLLAR AMOUNT

AWARDING AGENCY

PHONE NUMBER

FAX NUMBER

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

E-MAIL

Contractor must list all subcontracts or sub-tier contracts involving labor at the site of construction, regardless of dollar amount or percentage of bid

Sub or Sub-tier Contractor's: Name, Address, and Telephone Number	Contractor License Number	Employer Identification Number	DUNS Number	Contract Amount	Estimated Start Date	Estimated Completion Date	Trade(s) to be Used

## EXHIBIT 7

### Certification of Understanding and Authorization

PROJECT NAME/NUMBER

AWARDING AGENCY

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

**PAYROLL OFFICER:** (Individual Responsible for Signing Statements of Compliance)

NAME

TITLE

SIGNATURE

DATE

**PRINCIPAL OWNER / GENERAL PARTNER:** (Listed on CSLB Personnel List)

NAME

TITLE

SIGNATURE

DATE

**EXHIBIT 8**

**Request for Additional Classification and Rate**

(Next Page)

<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b> <b>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</b>		<b>HUD FORM 4230A</b> <small>OMB Approval Number 2501-0011 (Exp. 01/31/2010)</small>				
1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER					
	3. LOCATION OF PROJECT (City, County and State)					
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway					
6. WAGE DECISION NO. (include modification number, if any)		7. WAGE DECISION EFFECTIVE DATE				
<input type="checkbox"/> COPY ATTACHED						
8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; border-bottom: 1px solid black; text-align: center;">BASIC WAGE</th> <th style="width: 50%; border-bottom: 1px solid black; text-align: center;">FRINGE BENEFIT(S) (if any)</th> </tr> <tr> <td style="height: 150px;"></td> <td></td> </tr> </table>		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
BASIC WAGE	FRINGE BENEFIT(S) (if any)					
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)					
<b>Check All That Apply:</b> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.						
<b>Check One:</b> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.						
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           _____  <b>Agency Representative</b>  <small>(Typed name and signature)</small> </div> <div style="width: 45%;">           _____  <small>Date</small> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           _____  <small>Phone Number</small> </div> <div style="width: 45%;"></div> </div>		<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b> <b>Log out:</b>				

## EXHIBIT 9

### Non-Segregated Facilities Certification

---

PROJECT NAME

---

PROJECT NUMBER

---

BID/CONTRACT DOLLAR AMOUNT

---

COMPANY NAME

---

COMPANY ADDRESS

---

LICENSE NUMBER

---

EMPLOYER IDENTIFICATION NUMBER

---

DUNS NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

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

---

AUTHORIZED OFFICIAL NAME

---

AUTHORIZED OFFICIAL TITLE/CAPACITY

---

AUTHORIZED OFFICIAL SIGNATURE

---

DATE

## EXHIBIT 10

### Past Performance Certification

PROJECT NAME

PROJECT NUMBER

NUMBER OF EMPLOYEES

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

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

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**SF-100 (EEO-1) must be filed by:**

**(A) All private employers who are:**

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

**(B) All federal contractors (private employers), who:**

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 11

Notice of Equal Employment Opportunity

TO: \_\_\_\_\_  
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PROJECT NAME PROJECT NUMBER BID/CONTRACT DOLLAR AMOUNT

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER

The Undersigned currently holds a contract with \_\_\_\_\_  
involving funds of the U. S. Government, or a subcontract with a prime contractor holding such  
contract.

You are advised that under the provisions of the above contract or subcontract, and in  
accordance with Executive Order 11246, the undersigned is obligated not to discriminate  
against any employee or applicant for employment because of race, color, religion, sex or  
national origin. This obligation not to discriminate in employment includes, but is not limited to  
the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract  
and Executive Order 11246. Copies of this notice will be posted by the undersigned in  
conspicuous places available to employees or applicants for employment.

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

\_\_\_\_\_  
AUTHORIZED OFFICIAL NAME AUTHORIZED OFFICIAL TITLE/CAPACITY

\_\_\_\_\_  
AUTHORIZED OFFICIAL SIGNATURE DATE



## EXHIBIT 12

### Minority and Women's Business Enterprise Tiered Compliance Plan

THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

#### PART 1

DATE

PROJECT NAME

PROJECT NUMBER

FIRM NAME

PHONE

BUSINESS ADDRESS

#### TYPE OF FIRM:

(Check One and Provide Information)

- ☐ Individual Name of Owner \_\_\_\_\_
- ☐ Corporation State of Incorporation: \_\_\_\_\_
- ☐ Partnership Indicate General "G", Limited "L": \_\_\_\_\_
- Name of Partners: \_\_\_\_\_
- ☐ Joint Venture Joint Venture Participants: \_\_\_\_\_

Number of year(s) firm has been in business under present ownership: \_\_\_\_\_

#### OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number						
% of Assets Owned						

#### OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage

I certify that the information provided herein is true and correct.

Federal EIN: \_\_\_\_\_

License Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

SIGNATURE

DATE

IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 3.

IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS AWARDED TO MBE/WBE FIRMS.

## **PART 2**

### **MBE AND WBE SUBCONTRACTS AWARDED**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROJECT NAME

\_\_\_\_\_  
PROJECT NUMBER

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
BID DATE

\_\_\_\_\_  
BID AMOUNT

*Provide information on each subcontract or supply contract awarded to MBE/WBE firms.  
Attach a completed copy of Section 1 (previous page) for each MBE/WBE firm listed below.*

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract:	If Certified MBE/WBE, List the Certifying Agency and Date of Certification:
		MBE	WBE		

**I certify that the information provided herein is true and correct.**

Subcontract Type	Dollar Amount	Percentage of Total Bid
<b>MBE:</b>	\$	%
<b>WBE:</b>	\$	%

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**IF MBE AND WBE FIRMS ARE NOT SUBCONTRACTED, PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT AFFIDAVIT**

### **PART 3**

#### **CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT**

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as a part of this affidavit.

<b>Good Faith Effort Evaluation Criteria</b>	<b>Initial here If true and correct</b>
1. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals.	_____
2. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following: Media where advertised: _____ Media contact information: _____ _____ Date(s) of advertisement: _____ Attach copies of the advertisement(s) to this form and submit with bid.	_____
3. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications.  Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	_____
4. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project.  Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	_____
5. Assistance was requested from organizations which identify potential MBE/WBE firms.  Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contracted, method contacted, and results.	_____

**Good Faith Effort Evaluation Criteria**

**Initial here  
If true and correct**

6. Potential MBE/WBE firms were contacted and negotiation was made in good faith. \_\_\_\_\_

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

7. Potential MBE/WBE subcontractors were given technical assistance by the bidder or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract. \_\_\_\_\_

Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

*According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.*

**Under the penalty of perjury, I certify that the above information is true and correct.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PHONE

(NOTARY SEAL)

**EXHIBIT 13**

**Federal Wage Decision**

(Next Page)

General Decision Number: CA190026 05/03/2019 CA26

Superseded General Decision Number: CA20180037

State: California

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

County: San Bernardino County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	05/03/2019

ASBE0005-002 07/01/2018

Rates	Fringes
-------	---------

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,  
protective coverings,  
coatings, and finishes to all

types of mechanical systems).....\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 27.92	18.31

-----  
ASBE0005-004 07/02/2018

	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)....\$ 19.93		11.72

-----  
BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....\$ 44.07		33.52

-----  
\* BRCA0004-011 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$ 40.39		13.65

\*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 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....\$ 30.93		12.95
TILE FINISHER.....\$ 25.98		11.23
TILE LAYER.....\$ 37.76		16.37

-----  
BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....\$ 29.75		12.91
TERRAZZO WORKER/SETTER.....\$ 36.75		13.82

-----

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

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.

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CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

---

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

---

CARP0409-008 08/01/2010

Rates	Fringes
-------	---------



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

-----  
ELEC0440-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 33.09	15.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

-----  
ELEC0477-002 06/01/2018

	Rates	Fringes
Electricians:.....	\$ 38.29	3%+24.24

CABLE SPLICER: \$1.50 per hour above Electrician rate.

TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

-----  
ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41

(2) Equipment specialist  
 (operates crawler  
 tractors, commercial motor  
 vehicles, backhoes,  
 trenchers, cranes (50 tons  
 and below), overhead &  
 underground distribution  
 line equipment).....\$ 45.36 16.24  
 (3) Groundman.....\$ 34.68 15.86  
 (4) Powderman.....\$ 49.55 3%+17.65

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 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

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

-----  
 ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25

GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

#### PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar

types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9

cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

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

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

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

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

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

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

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

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

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

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

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

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid,

Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, 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.); Tower crane operator and tower gantry

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



to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge

of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman,		

Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

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.

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LABO0345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27

GROUP 3.....\$ 37.69 18.27

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 guniting 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

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LABO0783-002 07/01/2018

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

#### 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 bellow

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, cabletender; 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

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LABO0783-005 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

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LABO1184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03

(3) Horizontal Directional		
Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking		
Locator.....	\$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

#### 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

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LABO1414-003 08/08/2018

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 33.82	19.40
PLASTER TENDER.....	\$ 36.37	19.40

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

Work at Military Bases - \$3.00 additional per hour:



Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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PAIN0036-001 07/01/2018

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

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.

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PAIN0036-008 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 40.18	19.22

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PAIN0036-015 06/01/2018

	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50

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

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\* PAIN1247-002 01/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.35	14.56

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PLAS0200-008 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

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

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PLAS0500-002 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.75	22.48

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PLUM0016-002 09/01/2018

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 50.13	22.16
Work at Edwards AFB.....	\$ 57.13	22.16
Work at Fort Irwin Army		
Base, Marine Corps		
Logistic Base at Nebo,		
Marine Corps Logistic Base		
at Yermo and Twenty-Nine		
Palms Marine Base.....	\$ 60.03	22.16
Work ONLY on new additions		
and remodeling of bars,		
restaurants, stores and		
commercial buildings, not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 48.58	21.18
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 37.10	19.51

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\* PLUM0345-001 09/01/2018

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 46.88	26.47
Sewer & Storm Drain Work....	\$ 46.88	26.47

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ROOF0036-002 08/01/2018

	Rates	Fringes
ROOFER.....	\$ 38.12	16.97

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.

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SFCA0669-009 04/01/2018

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

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.73	21.90

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SFCA0709-004 01/01/2018

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

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.26	25.92

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SHEE0105-003 01/01/2019

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.....	\$ 44.28	28.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 44.28	28.46

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TEAM0011-002 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.59	28.59

GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

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

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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 [www.dol.gov/whd/govcontracts](http://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) (ii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION