

**NOTICE INVITING BIDS,
BID PROPOSAL, CONTRACT,
SPECIFICATIONS, AND SPECIAL PROVISIONS**

FOR

**RANDLE AVENUE CONSTRUCTION PROJECT
2015-CDBG 10560**

**IN THE
CITY OF DINUBA, CALIFORNIA**

**RONALD S. YAMABE
CITY ENGINEER**

MARCH 2018



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NOTICE INVITING BIDS

Sealed proposals will be received at the office of the City Clerk, 405 E. El Monte Way, Dinuba, California 93618, until **2:00 pm April 12, 2018**, at which time they will be publicly opened and read in said building for construction in accordance with the specifications therefore, to which special reference is made as follows:

**RANDLE AVENUE CONSTRUCTION PROJECT
15-CDBG-10560**

Plans and specifications applying to this project may be obtained online at CIPLIST.com

Plans and specifications can be examined at the office of the Director of Public Works at 1088 E. Kamm Avenue, Dinuba, California 93618.

No bidder may withdrawal his/her bid within 30 days after the actual date of the opening thereof.

Plan-holder names may be obtained only from the City Engineer, beginning six working days prior to the date of bid opening.

Inquiries regarding this project should be directed to the City Engineer, Ronald Yamabe, P.E., (559) 244-3123.

Bids shall be submitted in a sealed envelope addressed to the City Clerk labeled with the name of the bidder, the name of the project and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING."

A bid will not be considered unless it is made on the bid proposal form furnished by the City Engineer. Each bid must be accompanied by a certified cashier's check or bidder's bond, made payable to the City of Dinuba, for an amount equal to at least ten percent (10%) of the amount bid. A Performance Bond in the amount equal to one hundred percent (100%) of the contract amount and a Labor and Materials Bond in the amount equal to one hundred percent (100%) of the contract amount will be required by the City from the bidder to whom the contract is awarded within ten (10) days after notice of award of the contract.

A contract will not be awarded to a Contractor who has not been licensed in accordance with the provisions in Public Contract Code Section 3300, as amended, or whose bid is not on the bid proposal form included in the contract documents. A valid California Class 'A' Contractor's License is required for this Project.

The City of Dinuba hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise (DBE), Minority Business Enterprise, and Women-Owned Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

In accordance with the provisions of Labor Code Section 1771, this Project is subject to the general prevailing rates and wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8. Said

wages are on file with the City Clerk, City of Dinuba, 405 E. El Monte Way, Dinuba, California, or on the State of California Department of Industrial Relations website at www.dir.ca.gov/dirdatabases.html, and are incorporated herein by reference.

Federal minimum wage rates, as predetermined by the U.S. Department of Labor, are on file with the City Clerk, City of Dinuba, 405 E. El Monte Way, Dinuba, CA and are available on the following website: www.wdol.gov/dba.aspx. If there is a difference between the federal minimum wage rates predetermined by the U.S. Department of Labor and the Prevailing Wage Rates determined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the Contractor and his subcontractor shall pay no less than the higher wage rate.

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

The contractor will be required to have an active DUNS number at the time of contract signing. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bids are required for the entire work described herein. Bids will be compared on the basis of the total bid items.

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

All pages of the Preliminary (Anticipated) Statement of Work Force Needs form, also contained in the project specifications, will be required to be completed and submitted prior to award. All pages of the Final (Completion) Statement of Work Force Needs form shall also be required to be completed and submitted upon completion of construction.

The City Council reserves the right to reject any or all bids, to waive any informality in the bids received, or to award the contract to the lowest responsible bidder as may serve the best interests of the City of Dinuba.

City Council, City of Dinuba

Dated: _____

BY: Linda Barkley
City Clerk

Date of Publication March 22, 2018

PROPOSAL TO THE CITY OF DINUBA
RANDLE AVENUE CONSTRUCTION PROJECT
15-CDBG-10560
IN THE CITY OF DINUBA

The work to be done and referred to herein is in the City of Dinuba, State of California, and located within existing or street rights of way or City-owned property. All work will be considered on the basis of the total bid for furnishing and placing the materials complete as specified.

TO THE CITY COUNCIL:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposal form of contract, and plans herein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Dinuba to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth; and that he will take in full payment therefore, the following prices, to wit:

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION AND UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	LUMP SUM	L.S.	Mobilization & Demobilization at _____ _____	_____	_____
2.	LUMP SUM	L.S.	Prepare & Maintain Pedestrian & Traffic Control Plan (s) at _____ _____	_____	_____
3.	LUMP SUM	L.S.	Dust Control Plan & Implementation at _____ _____	_____	_____
4.	LUMP SUM	L.S.	Clearing, Grubbing & Demolition at _____ _____ _____	_____	_____

5.	LUMP SUM	L.S.	Roadway Excavation at _____ _____ _____	_____	_____
6.	LUMP SUM	L.S.	Earthwork, Grading, & Compaction at _____ _____	_____	_____
7.	LUMP SUM	L.S.	Sheeting, Shoring & Bracing at _____ _____ _____	_____	_____
8.	LUMP SUM	L.S.	Perform Potholing at _____ _____ _____	_____	_____
9.	80	L.F.	Construct Caltrans Std. Type A 1-6 Curb at _____ _____per L.F.	_____	_____
10.	2,630	L.F.	Construct City Std. Type A2-6 Curb & Gutter at _____ _____per L.F.	_____	_____
11.	7	EA.	Construct Caltrans Case "A" Curb Ramp at _____ _____per EA.	_____	_____
12.	1	EA.	Construct Caltrans Case "C" Curb Ramp at _____ _____per EA.	_____	_____

13.	9,200	S.F.	Construct 4" Thick Concrete Sidewalk at _____ _____per S.F.	_____	_____
14.	2	EA.	Construct City Standard Residential Drive Approach at _____ _____per EA.	_____	_____
15.	120	S.F.	Construct Drive Approach at _____ _____per S.F.	_____	_____
16.	LUMP SUM	L.S.	Construct Modified City Std. Cross Gutter at _____ _____ _____	_____	_____
17.	1,310	TONS	Furnish & Place Hot Mix Asphalt Concrete (Type A) at _____ _____per TON.	_____	_____
18.	1,710	C.Y.	Furnish & Place Class 2 Aggregate Base at _____ _____per C.Y.	_____	_____
19.	195	L.F.	Relocate Existing Chain Link Fence at _____ _____per L.F.	_____	_____
20.	930	L.F.	Install Wood & Wire Fence In-Kind at _____ _____per L.F.	_____	_____

21.	2	EA.	Relocate Existing Shed at _____ _____ per EA.	_____	_____
22.	6	EA.	Install Type-A Street Intersection & Curve Radius Survey Monument at _____ per EA.	_____	_____
23.	1,320	L.F.	Furnish & Install 18" Sanitary Sewer Main (DR21) at _____ _____ per L.F.	_____	_____
24.	70	L.F.	Furnish & Install 8" Sanitary Sewer Main (Stub) at _____ _____ per L.F.	_____	_____
25.	6	EA.	Construct City Std. 48" Sewer Manhole at _____ _____ per EA.	_____	_____
26.	5	EA.	Construct City Std. Type "A" Catch Basin at _____ _____ per EA.	_____	_____
27.	1	EA.	Construct City Std. 48" Storm Drain Manhole at _____ _____ per EA.	_____	_____
28.	3	EA.	Construct City Std. 60" Storm Drain Manhole at _____ _____ per EA.	_____	_____

29.	135	L.F.	Construct 15-inch Reinforced Concrete Storm Drain Pipe at _____ _____ per L.F.	_____	_____
30.	335	L.F.	Construct 21-inch Reinforced Concrete Storm Drain Pipe at _____ _____ per L.F.	_____	_____
31.	700	L.F.	Construct 27-inch Reinforced Concrete Storm Drain Pipe at _____ _____ per L.F.	_____	_____
32.	30	L.F.	Furnish & Install 6-inch Water Main (C900) at _____ _____ per L.F.	_____	_____
33.	1,425	L.F.	Furnish & Install 8-inch Water Main (C900) at _____ _____ per L.F.	_____	_____
34.	70	L.F.	Furnish & Install 8-inch Water Main (Ductile Iron) at _____ _____ per L.F.	_____	_____
35.	10	EA.	Furnish & Install 8-inch Gate Valve at _____ _____ per EA.	_____	_____
36.	4	EA.	Relocate Fire Hydrant Assembly at _____ _____ per EA.	_____	_____

37.	2	EA.	Install New 1" Water Service at _____ _____ per EA.	_____	_____
38.	1	EA.	Install 2" Water Service and Meter Box at _____ _____ per EA.	_____	_____
39.	7	EA.	Adjust Water Valve Box to Grade at _____ _____ per EA	_____	_____
40.	4	EA	Furnish and Install 150 Watt Street Light at _____ _____ per EA	_____	_____
41.	LUMP SUM	L.S.	Signing, Striping and Marking Modifications at _____ _____ _____	_____	_____
42.	LUMP SUM	L.S.	Repair Landscape and Irrigation In-Kind at _____ _____ _____	_____	_____
43.	LUMP SUM	L.S.	SWPPP Development and Maintenance at _____ _____ _____	_____	_____
44.	LUMP SUM	L.S.	City of Dinuba Encroachment Permit at _____ _____ _____	<u>\$49,900</u>	<u>\$49,900</u>

TOTAL BID ITEMS 1 THRU 44 (in figures) \$ _____

Total amount of Bid Items 1 thru 44 is (in words)_____

Dollars and _____ cents.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following.

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as foresaid, and to give the two bonds in the sums to be determined as foresaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

A certified or cashier's check made payable to the City or a bid bond in favor of said City for

_____ (\$_____) , which amount is not less than 10 percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute a Contract and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

The undersigned certifies that he has a valid license as Contractor in the State of California, for Class _____, the number of which is _____, and the expiration date of which is _____. The undersigned also certifies that he is registered with the Department of Industrial Relations and his number is _____. The representations made herein are made under penalty of perjury.

Signature of bidder, with business name, address and telephone number.

(1) _____
Bidding Firm

(2) _____
(Corp.) (Indiv.) (Partner)

(3) _____
Business Address

City State Zip

Area Code Telephone

(4) _____
Signature of Authorized Person

Type or Print Name of Authorized Person

(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)

- (1) If the bidder is an individual, enter name here in current style used in business, if a joint venture, exact names of all persons and / or entities participating in the joint venture; if a partnership, the correct trade style used in the partnership; if a corporation, the exact name of the corporation under which it is currently incorporated and operating.
- (2) If bidder is other than an individual, identify here its character, i.e. joint venture, partnership, corporation (including state of corporation), etc. If bidder is an individual operating under a fictitious or trade name, state "Individual DBA (trade name in full)".
- (3) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.
- (4) If bidder is: (i) a joint venture, signature must be one of the joint ventures, and if any of the joint ventures is a partnership or corporation each participating partnership must sign by a general partner, and each participating corporation by an authorized officer or employee; (ii) a partnership, by a general partner, or (iii) a corporation, by an authorized officer or employee. The title of the person signing must appear his signature. Where a partnership or corporation is a bidder or signer the name of all other general partners and/or the names of the president and secretary of the corporation and their business address must be shown below:

_____	_____
_____	_____
_____	_____

NOTE:

All signatures must be printed under written signature.

NOTE:

All addresses must be complete with street number, city and state.

NOTE:

Bidders maybe required to provide any and all other names and/or form(s) of organization (s) under which business has been done in the prior five (5) years.

NOTE:

Bidders maybe required to provide any and all other names and / or forms(s) of organization (s) under which business has been done in the prior five (5) years.

DESIGNATION OF SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the undersigned hereby designates below, for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute and subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City approval of the Engineer. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. (List one firm only for each portion of work.)

NOTE: Contractor shall perform with its own organization work amounting to not less than thirty percent (30%) of the total bid. Section 1.15 provides further information.

Bid Item No.	Subcontractor % of work ⁽¹⁾	Subcontractor	Address & Phone No.	State License No.

⁽¹⁾ If a Subcontractor is designated for a portion of a bid item(s), Contractor shall provide the estimated percentage of work that will be performed by the Subcontractor.

Date

Bidders Name

Address

Authorized Signature

Telephone Number

Type of Organization
(Individual, Partnership or Corporation)

PROJECT: **RANDLE AVENUE CONSTRUCTION PROJECT - 15-CDBG-10560**

To the City Council, City of Dinuba

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, _____
(Name)

declare that I am

(Owner, Partner, Corporate Officer (list title), Co-Venturer

of _____
(Bidding Entity)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on _____(date), at _____ (city) _____ (state).

(Title 23 United States Code Section 112)

(California Public Contract Code Section 7106; Stats. 1988. c. 1548, Section 1.)

Note: The above Noncollusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the general contracting business, under the present business name, for ____ years. Experience in work of a nature similar to that bid in this Proposal extends over a period of ____ years.

The bidder shall state below work of a similar magnitude or character that he has done and to give references that will enable the City to judge his experience, skill and business standing, and his ability to conduct the work as completely as required under the terms of the Contract.

Year	Owner	Location & Type of Work	Contact Name & Phone Number

AFFIDAVIT

(Name of Individual)

doing business as _____
(Name of firm, if any)

certifies and says: That he/she is the person submitting the Statement of Experience; that he/she has read the same, and that the same is true of his/her own knowledge, and that any depository, vendor, or other agency therein named is hereby authorized to supply the City of Dinuba with any information necessary to verify the statement.

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

Subscribed at _____, State of

(Applicant must sign here)

(Note: Statement will be returned unless affidavit is complete including the date of signature.)

ADDENDA CERTIFICATION STATEMENT

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s _____

(Fill in number/s if addenda have been received)

Warning: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Total Approximate Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Section 3 Business Concern:

1. A business that is 51% or more owned by Section residents, or
2. A business whose permanent full time work force at least 30% are Section 3 residents or,
3. A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.

Company

Project Name

Project Number

Person Completing Form

Date

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program
BIDDER'S SECTION 3 PROPOSED NEW HIRES

Job Category	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions to be filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Housing Sales/ Rental Management				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted for family size, for the county of residence or the non-metropolitan area of the state.

Company

Project Name

Project Number

Person Completing Form

Date

CONTRACT

THIS CONTRACT, is made by and between _____, hereinafter called the Contractor, and the City of Dinuba, hereinafter called the Owner.

W I T N E S S E T H:

The Contractor and the Owner, for the consideration hereinafter stated, agree as follows:

1. SCOPE OF WORK.

The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen and laborers required for the

RANDLE AVENUE CONSTRUCTION PROJECT **15-CDBG-10560**

as shown on the plans prepared by Yamabe & Horn Engineering, Inc., in strict compliance with the Plans, Drawings and Specifications therefore prepared by the Owner and other Contract Documents relating thereto.

2. CONTRACT DOCUMENTS.

The term Contract includes all "Contract Documents" which include the following:

- A. Advertisement (Notice Inviting Bids)
- B. Wage Scale (Prevailing Wages)
- C. Standard Specifications
- D. Special Provisions
- E. Plans and Drawings
- F. Addenda and Bulletins
- G. Contractors Bid Proposal hereto attached
- H. This Contract

In the event of a conflict between this Contract and any portion of the Standard Specifications or Special Provisions, to the extent of such conflict, this Contract shall control.

3. COMPENSATION.

The Owner agrees to pay the Contractor for the performance of the Contract the sum of

(\$ _____).

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

4. SUSPENSION OF THE WORK.

- A. General: The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Owner except as otherwise provided in subsection 7C.
- B. Archaeological and Paleontological Discoveries: If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils. The Contractor shall be entitled to an extension of time and compensation in accordance with Section 7.

5. TERMINATION OF THE CONTRACT FOR DEFAULT.

- A. General: If, prior to the acceptance of the Work, the Contractor:
- (1) Becomes insolvent, assigns its assets for the benefit of its creditors, is unable become due, or is otherwise financially unable to complete the Work;
 - (2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 - (3) Disregards written instructions from the Engineer or materially violates provisions of the Contract Documents;
 - (4) Fails to prosecute the Work according to the schedule approved by the Engineer;
 - (5) Disregards laws or regulations of any public body having jurisdiction; or
 - (6) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the Owner will consider the Contractor in default of the Contract.
- B. Notices: Notices and other written communications regarding default between the Contractor, the Owner, and the Surety shall be transmitted as follows:
- (1) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. 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 Work site; or
 - (2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner 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 that the notice that was sent by regular mail is not returned.

- C. Notice to Cure: The Owner will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.
- D. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the Board that the Contractor be found in default of the Contract and upon such finding by the Board:
- (1) Will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 - (2) May use any materials, equipment, tools, or other facilities furnished by the Contractor to secure and maintain the Work site; and
 - (3) May furnish labor, equipment, and materials the Owner deems necessary to secure and maintain the Work site.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

- E. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

- F. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

6. TERMINATION OF THE CONTRACT FOR CONVENIENCE.

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

A. Notice: The Owner will issue a written notice of termination for convenience as follows:

- (1) Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. 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 Work site; or
- (2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner 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 that the notice that was sent by regular mail is not returned.

B. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

C. Payment: The Contractor will be paid without duplication for:

- (1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;
- (2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
- (3) Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Owner no later than 90 days from the effective date of termination, unless extended, in writing, by the Owner upon written request by the Contractor.

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

7. DELAYS AND EXTENSIONS OF TIME.

- A. General: If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor, or equipment, required Extra Work, or other specific events as may be further described in the Special Provisions.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Owner. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract.

If delays beyond the Contractor's control are caused solely by action or inaction of the Owner, such delays will entitle the Contractor to an extension of time per subsection B of this Contract.

- B. Extensions of Time: Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for non-controlling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.
- C. Payment for Delays: Pursuant to Public Contract Code Section 7102, the Contractor will be compensated for damages incurred due to delays for which the Owner is responsible. Such actual costs will be determined by the Engineer. The Owner will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.
- D. Written Notice and Report: If the Contractor desires payment for a delay as specified in subsection C above or an extension of time, it shall file with the Engineer a written request and report of cause within 30 Days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such a request.
- E. Time of Completion: The Contractor shall complete the Work in the time specified in the Contract or the Special Provisions. The Contractor shall complete each portion of the Work within the time specified as in the Contract or the Special Provisions for such portion. Unless otherwise specified in the Contract or the Special Provisions, the time of completion of the Contract shall be expressed in Working Days.

- F. Contract Time Accounting: The Engineer will make a daily determination of each Working Day to be charged against Contract time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

8. COMPLETION, ACCEPTANCE, AND WARRANTY.

- A. Completion: The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.
- B. Acceptance: Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Board that the Contractor's performance of the Contract be accepted.
- C. Warranty: The Work shall be warranted by the Contractor against defective materials and workmanship for a period of 1 year. The warranty period shall start on the date the Work was completed as determined by the Engineer.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

All warranties express or implied, from subcontractors, manufacturer, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Owner, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.

The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Owner may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the Owner for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

9. LIQUIDATED DAMAGES.

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with Section 7 above, the Contractor shall pay to the Owner, or have withheld from monies due it, the sum of \$500.00, unless otherwise specified in the Special Provisions.

Execution of the Contract shall constitute agreement by the Owner and the Contractor that \$500.00 per day 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.

10. INDEMNIFICATION

To the maximum extent permitted by Civil Code Section 2782 *et seq.*, Owner shall not be liable for, and Contractor shall defend, indemnify, and hold harmless Owner and its officers, agents, engineers, architects, consultants, employees and volunteers (collectively "Owner Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, sub-contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of Owner Parties. However, Contractor shall have no obligation to defend or indemnify Owner Parties against Claims caused by the active negligence, sole negligence or willful misconduct of Owner Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

11. INSURANCE

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Contract, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the Owner, its officers, agents, and employees of each of them:

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this product / location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

- (1) The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents or volunteers.
- (4) 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.
- (5) Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTOR

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Contractors Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain "x", "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this Contract or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

12. WORKERS COMPENSATION.

Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days written notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent of self-insured shall be provided the Owner.

13. BONDS.

The Contractor shall forthwith furnish in triplicate two bonds, each in the amount of 100 percent of the Contract price. One shall serve as security for the faithful performance of the work (hereafter "Performance Bond"). The second bond shall serve as security for the faithful performance and satisfaction of the persons furnishing materials and performing labor on the work (hereafter "Payment Bond"). Both bonds shall be written by a surety company licensed to transact surety business in the State of California and in the form prescribed by law.

The Performance Bond shall remain in force throughout the period required to complete the work and thereafter for a period of 365 calendar days after final acceptance of the work. The Payment Bond will be released 35 days after the recording date of the Notice of Completion, provided no

liens are filed with the Owner. The Payment Bond shall contain provisions such that if the Contractor or its subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay reasonable attorneys' fees to be fixed by the court.

14. DEFECTIVE MATERIALS; DEFECTIVE WORK.

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

The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

15. LABOR STANDARDS.

A. General: Contractor agrees that construction work shall be subject to the provisions of State and local regulations. In particular, Contractor agrees to comply with all applicable Labor Code requirements whether or not expressly stated herein.

B. Wages:

(1) General: The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Director of the Department of Industrial Relations, State of California. An employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

(2) State: The Owner has obtained from the Department of Industrial Relations the general prevailing rate of wages in the vicinity of the work to be performed under this Contract. These wage rates are maintained on file by Owner at its principle office and will be made available to any interested party upon request.

- (3) Enforcement: These wage rates shall be enforced under Sections 1770 through 1780 of the California Labor Code. The Contractor shall be liable for forfeitures or penalties incurred from noncompliance with Labor Code provisions.
- (4) Payroll Records: Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work on the Project. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776. Certified payrolls shall be submitted weekly to Owner c/o Yamabe and Horn Engineering Inc. Electronic certified payrolls shall also be submitted weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement.
- C. Preference for Resident Labor: Whenever possible in the employment of labor for performance of the work, the Contractor shall give preference to qualified persons residing within the general area of the work.
- D. Hours of Labor: Pursuant to the Labor Code, eight hours of labor shall constitute a legal day's work. The Contractor or any subcontractor shall not require any more than eight hours of labor in a day from any person employed in the performance of the work under this Contract except for authorized work as provided under paragraph Subsection E below. Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed a failure to comply with the provisions of this Contract.
- E. Overtime Work: In accordance with Labor Code Section 1813, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of Labor Code Sections 1810-1815.

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays between the hours of 6:00 p.m. and 7:00 a.m. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

- F. Apprentices: The Contractor and subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship Standards and its branch offices.

- G. Compliance with SB 854: California Labor Code: Contractor represents that it has complied and will continue to comply with all applicable registration and disclosure requirements of SB 854 and acknowledges the following:
- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]
 - (2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - (4) No bid proposals will be accepted nor any contract entered into with a contractor without proof of registration described above.
 - (5) Contractor must post any job site notices required by regulation. It is the Contractor's responsibility to know the current regulations.
 - (6) Contractor must furnish electronic certified payroll records to the Division of Labor Standards Enforcement ("Labor Commissioner") as required. The Contractor is responsible for checking with the Department of Industrial Relations for any notices regarding this requirement.

16. LAWS, REGULATIONS AND PERMITS.

- A. General: 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 drawings, specifications are at variance with any laws, ordinances, rules or regulations, the Contractor shall promptly notify the Engineer in writing of such variance. The Owner shall 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 question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules, or regulations.
- B. Permits and Licenses: Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.

- C. Patents and Royalties: The costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the work under this Contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and Contractor's sureties shall protect, defend, and hold Owner together with Owner's officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Engineer for determination of general conformance to the design concept and the construction Contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, Owner's officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

17. CALIFORNIA LAW AND VENUE.

The terms of this Contract shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. In the event any part of this Contract shall be held to be invalid, void, or otherwise unenforceable for any reason, the Contract shall be modified rather than voided, if possible, in order to achieve the intent of the parties to the extent possible and in any event, all other provisions of this Contract shall remain valid and enforceable.

18. MUTUAL NEGOTIATION.

Contractor acknowledges that the provisions herein have been mutually negotiated and neither party shall be construed to be the drafter of this Contract.

19. ATTORNEY'S FEES.

In the event of litigation concerning this Contract the prevailing party shall be awarded reasonable attorney fees and costs of suit, in addition to appropriate compensatory damages or other relief ordered for the benefit of the prevailing party.

IN WITNESS WHEREOF, the parties have executed this Contract this _____ day of _____, 2016.

CITY OF DINUBA
(OWNER)

(CONTRACTOR)

By: _____
City Manager

By: _____

Title: _____

Approved as to
Form:

Federal Taxpayer I.D. No.

City Attorney

GENERAL PROVISIONS

SECTION 1 - PROPOSAL REQUIREMENTS

1.01 **GENERAL INFORMATION**

The City Clerk of the City of Dinuba, California, will receive at the City Hall, in said City, until the hour and day specified in the "Notice Inviting Bids", sealed proposals for furnishing material, supplies, equipment and labor for performing the work as specified in the Plans and Special Provisions.

1.02 **FORM OF PROPOSAL**

All proposals must give the unit price where indicated, or lump sum where unit prices are not called for, for each of the items and must be signed by the bidder with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.

All proposals must be submitted under sealed cover.

1.03 **WITHDRAWAL OF PROPOSALS**

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, but only upon filing with the City Clerk a written request of the withdrawal. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. A bid will not be received, and no bid may be withdrawn after the time fixed in the public notice for the opening of bids.

1.04 **PROPOSAL GUARANTEE**

All proposals must be accompanied by either a cashier's check, certified check or bidder's bond of an admitted surety insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state as defined in Section 105 of the Insurance Code and acceptable to the City in a sum equal to at least 10 percent of the total amount of the bid. Checks or bonds must be payable to the City of Dinuba; such security will be retained by the City as a guarantee that the bidder, if his bid is accepted, will enter into a satisfactory Contract within ten (10) calendar days, not including Sundays, from the date notice of award is mailed to the bidder, and will furnish a good and sufficient bond for the faithful performance thereof and for the payment of labor and material costs in accordance with the requirements of Subsection 1.06 herein.

1.05 RETURN OF GUARANTEES

All proposal guarantees will be held until the Contract has been awarded, after which the guarantees accompanying proposals no longer considered in making the award will be returned to the bidder whose proposal they accompanied. Retained proposal guarantees will be held until the Contract has been executed, after which all guarantees will be returned, except those forfeited as required in Subsection 1.09 herein.

1.06 REQUIRED CONTRACT SECURITIES

The bidder to whom the Contract has been awarded (Successful Bidder) will be required to furnish a labor and material bond in an amount equal to 100 percent of the Contract price, and a faithful performance bond in an amount equal to 100 percent of the Contract price; said bonds shall be secured from a surety company satisfactory to the City, and are to be submitted to the Engineer with the executed Contract.

1.07 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals.

Proposals may be rejected if they show an alteration of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind. Proposals which contain obvious mathematical errors may be rejected.

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such bidder is interested.

1.08 AWARD OF CONTRACT

The award of the Contract, if it is awarded, will be to the lowest responsive and responsible bidder whose proposal complies with the requirements of these Standard Specifications, the Notice Inviting Bids, Special Provisions and all documents and specifications incorporated in either document by reference. Unless set forth otherwise in the Special Provisions, such award, if made, will be made within forty-five (45) calendar days after the opening of the proposals. If the lowest responsive and responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within sixty (60) calendar days after the opening of the proposals. If the second lowest responsive and responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within seventy-five (75) calendar days after the opening of the proposals. The periods of time specified above, within which the award of Contract may be made, shall be subject to extension for such further periods as may be agreed upon in writing between the City and Bidder concerned.

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

1.09 EXECUTION OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned together with the Contract bonds required in these Standard Specifications within ten (10) calendar days, not including Sundays, after the bidder has received notice that the Contract has been awarded. The Contractor shall submit to the Engineer along with the executed Contract, the sureties required in Subsection 1.06 and the insurance certificates required in Subsection 7.03 of these Specifications. No proposal shall be considered binding upon the City until execution of the Contract by all parties, including the City.

Failure to execute a Contract and file acceptable bonds as provided herein within ten (10) calendar days after the bidder has received notice that the Contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee as liquidated damages

1.10 EXAMINATION OF SITE OF WORK, PLANS, SPECIAL PROVISIONS AND CONTRACT FORMS

The bidder is required to examine carefully the site of the proposed work, the proposal, plans, Special Provisions and contract forms for the work contemplated. By submitting a proposal, the bidder is certifying that the bidder has made all necessary investigations and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of the work to be performed and materials to be furnished, and as to the requirements of the plans, the Special Provisions and Specifications.

Prospective bidders must satisfy themselves, by such means as they prefer, as to local conditions and all other matters which influence their bid for the work. The City or Engineer shall not be liable on account of any obstructions of any nature; unforeseen difficulties in construction, the City shall not be liable for reliance upon information from any source other than the Notice Inviting Bids.

1.11 MATERIAL STATEMENT, SAMPLES AND GUARANTEES

Before any Contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the construction of the work together with samples which may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the work.

Reference is made to Subsections 5.08 and 7.24 of these Specifications, wherein the Contractor is required to guarantee all materials, equipment and workmanship for a period of one year from the date of the filing of the Notice of Completion. The bidder may also be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of the filing of said Notice. When such guarantee is required, the form and the time limit of the guarantee shall be as specified in the Special Provisions. Said guarantee shall be signed and delivered to the Engineer before acceptance of the Contract. The labor and materials bond shall not be reduced until the expiration of the time required by Section 4205 of the Government Code.

1.12 QUANTITIES

The estimates of the quantities of work to be done and materials to be furnished given in the Notice Inviting Bids, Bid proposal and in the Special Provisions are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

No upward adjustment in unit price will be allowed, nor any additional compensation of any kind be paid, in the event of any increase or decrease of the quantity of any Contract item of less than 25 percent of the quantity included in the bid. In the event that the quantity of any Contract item is increased or decreased by more than 25 percent, the Contractor or the City may request a unit price adjustment for the subject item. Upon request, Contractor shall provide detailed cost data for the unit price adjustment for review by the Engineer. The Engineer will determine if a unit price adjustment is justified based upon review of the detailed cost data provided by the Contractor. If Contractor is unwilling to provide detailed cost data, or the data is deemed inaccurate, insufficient, or unreasonable by the Engineer, then the Engineer will make his own determination regarding the unit price adjustment based upon available cost data and engineering judgement.

1.13 UNIT PRICES

Excepting the items for which lump sum prices are required, the unit prices inserted in the bid form by the bidder will be considered to be the bid prices for the various work performed. In case of a discrepancy between the unit price bid and the calculated total, the unit price shall govern.

1.14 DEFINITIONS

Whenever the word "City" is used herein, it shall be held to mean the City of Dinuba, California, acting as a municipal corporation and/or a trustee for improvement districts within the City.

Whenever the word "Contractor" is used herein, it shall be held to mean the party or parties of the second party in the Contract for the construction of the work herein specified.

Whenever the word "Engineer" or "Inspector" is used herein, it shall be held to refer to The City Engineer of the City of Dinuba, acting within the scope of the particular duties entrusted to them. The Consulting Engineer is the firm of Yamabe & Horn Engineering, Inc.

Whenever the word "Laboratory" is used herein, it shall be held to mean any recognized commercial testing laboratory designated by the City of Dinuba to test materials and work involved in the Contract.

Whenever the word "Permittee" is used herein, it shall be held to mean the person or persons, co partnership or corporations, private or public, who has obtained a permit from the City of Dinuba and agreed to do work encompassed by said permit in conformance with the requirements thereof.

Whenever the words “Special Provisions” are used herein, they shall be held to mean the specific clauses setting forth conditions or requirements peculiar to the work and supplemental to these Standard Specifications.

Whenever the word “Specifications” is used herein, it shall be held to mean the directions, provisions and requirements contained in these Standard Specifications and as supplemented by the Special Provisions.

Whenever the words “Standard Drawings” are used herein, they shall be held to mean the Standard Drawings of the City of Dinuba.

Whenever the words “State Standard Specifications and Plans” are used herein, they shall be held to mean the Standard Specifications and Plans of the State of California, Department of Transportation, latest revision.

Reference is made to Subsection 3.08 of these Specifications for additional definitions and terms as set forth in Section 1 of the “State of California, Department of Transportation, Standard Specifications”, latest revision. Said Section 1 of the State Standard Specifications, as modified by Subsection 3.08 of these Specifications, is hereby incorporated into these Specifications.

1.15 DESIGNATION OF SUBCONTRACTORS

In compliance with Public Contract Code Sections 4100 – 4114, the Contractor shall file with his bid the name and address of each subcontractor who will perform more than one-half of one percent ($\frac{1}{2}\%$) of the work. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined as to its nature and extent. The failure of the Contractor to specify a subcontractor shall constitute a statement that the Contractor is qualified and intends to perform said work himself.

The Contractor must have the consent of the City and approval of the Engineer, in writing, to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, to allow a subcontract to be performed by other than the original subcontractor, or to subcontract work for which no subcontractor was designated in the original bid and which is more than one-half of one percent ($\frac{1}{2}\%$) of the work.

Violation of any of the above provisions will be considered a violation of the Contract, and cause for ordering any unapproved subcontractor from the work site. Reference is made to Subsection 8.08 for additional regulations regarding subcontractors.

SECTION 2 - GENERAL SCOPE OF WORK

2.01 WORK TO BE DONE

The work to be performed under the Contract consists of furnishing all materials, equipment, supplies, labor and transportation, and performing all work as required by the Contract in strict accordance with the Special Provisions, schedules and drawings, all of which are made a part hereof. The work shall be complete, including all work, material and services not expressly called for in the Special Provisions, or not shown on the drawings, which may be necessary for completion and proper construction to carry out the Contract in good faith. The site of work shall be left in a neat condition. The cost of all work performed, furnished and installed is to be included in the amount bid for the various items of work with no separate compensation allowed therefore.

2.02 ALTERATIONS

Reference is made to Subsection 1.12 of these Specifications.

The City of Dinuba reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of work as may be deemed necessary or advisable by the Engineer; also, to make such alterations or deviations, additions to, or omissions from, the Plans and Special Provisions, as may be determined during the progress of the work to be necessary and advisable for the completion thereof.

Any Request for Information by the Contractor shall be submitted in writing to the Engineer. The Engineer shall respond to a Request for Information in writing to the Contractor by a Change Order if any changes are to be made. Any request for change in the work by the Engineer shall be submitted in writing to the Contractor by a Change Order, Construction Change Directive or an order for a minor change in the work, and such request shall be classified as extra work.

2.03 EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price, or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Plans or Special Provisions.

Unless otherwise specifically indicated in the Plans or Special Provisions, any work or responsibility of the Contractor set forth in the Special Provisions or on the Plans and not set forth as a separate bid item shall be considered incidental or appurtenant to the work and full compensation for the cost thereof included in the various bid items of work. Such work or responsibility will in no case be considered as extra work.

When work is classified as extra work by the Engineer, the changes in the work may take place after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the work. A Change Order is an

agreement between the Owner, Contractor and Engineer; a Construction Change Directive is an agreement between the owner and Engineer and may or may not be agreed upon by the Contractor; an order for a minor change in the work may be issued by the Engineer alone. Changes in the work shall be carried out under the original provisions of the contract, with work proceeding promptly unless otherwise specified in the Change Order, Construction Change Directive or order for a minor change in the work.

A Change Order shall be a written order prepared by the Engineer and signed by the Owner, Contractor and Engineer stating their agreement on all of the following: 1) change of work, 2) amount of the adjustment in the contract sum, if any, and 3) the amount of the adjustment in the contract time, if any.

A Construction Change Directive shall be a written order prepared by the Engineer and signed by the Owner and Engineer, describing a change in the work and stating the amount of the adjustment, if any, in the contract sum or contract time, or both. Using a Construction Change Directive, the Owner may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions. A Construction Change Directive shall be used in the absence of total agreement, between all parties, in the terms of the Change Order. If the Construction Change Directive provides for an adjustment to the contract sum, the adjustment shall be based on one of the following: 1) a mutual acceptance of a lump sum price, 2) unit prices stated in the contract documents or subsequently agreed upon, 3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, and 4) if the Contractor disagrees with the method for adjustment of the contract sum, the method and adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the change in work, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit. The Contractor shall maintain and present an itemized list of the work performed, but shall be limited to the following: 1) cost of labor, including social security, and unemployment insurance, fringe benefits required by agreement or custom, and worker's or workmen's compensation insurance, 2) cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed, 3) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, 4) costs of premiums for all bonds and insurance, permit fees and sales, use of similar taxes related to the work, and 5) additional costs of supervision and field office personnel directly related to the change.

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in work and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the contract sum or contract time. A Construction Change Directive signed by the Contractor indicates the agreement of the change in work, including adjustment in contract sum and time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

If the Owner and the Contractor do not agree with the adjustment in contract time or the method for determining it, the adjustment shall be referred to the Engineer for determination.

The Engineer shall have the authority to order minor changes in the work not involving adjustment in the contract sum or contract time. Such changes shall be effected by written order and shall be binding between the Owner and Contractor. The Contractor shall carry out such written orders promptly.

The Contractor shall do such extra work and furnish labor, materials and equipment therefore upon receipt of a Change Order, Construction Change Directive or an order for a minor change in the work from the Engineer, and in the absence of such Order or Directive from the Engineer, the Contractor shall not be entitled to payment for such extra work.

Extra work, when ordered and accepted as indicated herein, shall be paid for in accordance with the terms therein provided. Reference is made to Subsection 9.10 of these Specifications.

2.04 CLAIMS RESOLUTION PROCESS FOR DISPUTES

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the City. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the City, the following provisions are provided for the resolution of disputes which cannot be resolved by the City and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and City to comply with Public Contract Code Sections 9204 and 20104 *et. Seq.*

Claims

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by City under this Contract.
- (2) Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (3) Payment of an amount that is disputed by the City.

The Claim Must Be Timely and in Writing

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

Receipt of Claim by City

Upon receipt of a claim pursuant to this section, the City will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what

portion is undisputed. Upon receipt of a claim, City and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the City and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

City Council Approval

If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Payment of Claim

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, the Meet and Confer procedures below shall apply.

Meet and Confer

If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

Filing a Government Code Written Claim Notice

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

City's Failure to Respond to Claim

Failure by the City to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

Interest

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

Subcontractor Claims

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the City and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Filing of Action on Unresolved Claims

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Fresno County.

Reference is made to Subsection 4.01 relating to the authority of the Engineer in resolving claims.

2.05 REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character designated in the Plans and Special Provisions, or as directed by the Engineer, in the construction of the proposed improvements. The Contractor shall also remove and dispose of all trees or other vegetable growth designated by the Plans and Special Provisions or the Engineer as obstructions to the proper completion of the work.

Unless specifically set forth as a separate bid item, full compensation for all costs involved in the removal and disposal of obstructions shall be included in the amounts bid for the various items of work and no separate payment shall be made therefore.

2.06 CLEANUP

During the construction of the project, the Contractor shall provide periodic cleanup as the work progresses, such cleanup to be accomplished as soon as practicable and as public necessity and convenience require, as determined by the Engineer. In general, daily interim cleanup will be required.

When construction is completed, and prior to application for acceptance of the work, the Contractor shall clean all work areas and all grounds occupied by him in connection with the work of all debris, excess materials, temporary structures and equipment. All portions of the work shall be left in a neat, presentable condition. The roadways in which construction operations have been accomplished, as well as all haul roads upon which spillage has occurred, shall be swept clean, as directed by the Engineer. Roads adjacent to construction activity which have received dirt or debris tracked from the construction area shall also be swept and cleaned.

Full compensation for cleanup during construction and for final cleanup shall be included in the prices bid for the various items of work, and no separate payment will be made therefore.

SECTION 3 - PLANS AND SPECIFICATIONS

3.01 GENERAL

The Plans, Specifications, Special Provisions, and other Contract documents will govern the work. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

The Contractor shall keep at the worksite a copy of the Plans and Special Provisions, to which the Engineer shall have access at all times.

While it is believed that much of the information pertaining to physical conditions which may affect the cost of the proposed work will be shown on the Plans or indicated in the Special Provisions, the City does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of any such conditions affecting the cost of the work which would have been disclosed by reasonable examination of the site.

No test, investigation, statement or estimate of a factual situation not incorporated in the Contract shall be relied on by the Contractor. Any test, investigation statement or estimate of fact incorporated in the Contract shall be considered by the Contractor to be a suggestion only and he shall request equal access to the underlying or background informative material or source and shall arrive at his own opinion thereon, including his determination of how reliable might be any conclusion appearing in (or inferred from) the Contract.

In general, the drawings will indicate dimensions, position and kind of construction and the written Special Provisions will indicate qualities and methods. Any work indicated on the drawings and not mentioned in the written Special Provisions, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked or specified, shall be as similar parts that are detailed, marked or specified.

All alterations authorized by the Engineer which affect the requirements and information given on the approved plans shall be in writing. No changes shall be made in any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

If the Contractor, during the course of the work, discovers any discrepancies between the Plans and the conditions in the field, or any errors or omissions on the Plans which will significantly affect the work, it shall be his duty to inform the Engineer immediately in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

3.02 COORDINATION AND PRECEDENCE OF PLANS AND SPECIFICATIONS

These Specifications, the Plans, Special Provisions and all supplementary documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work.

The order of precedence of documents which make up the Contract shall be as follows:

1. The Contract
2. Permits from other agencies as may be required by law
3. Special Provisions
4. Construction Plans
5. Technical Provisions of these Standard Specifications
6. Standard Drawings
7. General Provisions of these Standard Specifications
8. State (Caltrans) Standard Specifications

Change orders, supplemental agreements and approved revisions to the Plans and Special Provisions will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Dimensions called out on the Plans shall control and supersede scaled dimensions. No scaled dimension shall be used in the execution of the work.

Whenever any conflict appears in any portions of the Contract, it shall be resolved by application of the order of precedence, unless the Engineer shall otherwise order.

3.03 INTERPRETATIONS

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these Specifications, on the Plans and in the Special Provision, the Contractors shall apply to the Engineer for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the Contract, so as far as may be consistent with the intent of the original Specifications. In the event of doubt or question relative to the true meaning of the Specifications, reference shall be made to the City Engineer, whose decision thereon shall be final.

3.04 WORKING DRAWINGS

When working drawings or shop drawings are required by the Special Provisions or requested by the Engineer, they shall be prepared in accordance with modern engineering practice at the Contractor's expense. Unless otherwise specified, shop or working drawings shall be submitted in quadruplicate to the Engineer for approval or correction at least fifteen (15) calendar days before approved drawings will be required of the work. One set will be returned to the Contractor marked "approved" or "approved as corrected". If changes are required, 4 copies or corrected shop or working drawings shall be delivered to the Engineer.

Shop or working drawings shall be of a size and scale to clearly show all necessary details.

For items requiring shop drawings, no materials shall be furnished or work done before approval of the drawings.

Approval of shop or working drawings by the Engineer is interpreted to mean that there is substantial and acceptable conformance with the Contract Plans, but details of design may not necessarily be checked for adequacy or accuracy. Such approval shall not relieve the Contractor from the responsibility for errors or omissions in the drawings or from deviations from the Contract

documents unless such errors, omissions, or deviations were specifically called to the attention of the Engineer. The Contractor shall be responsible for the correctness of the shop or working drawings, for shop fits and field connections, and for the results obtained by use of such plans.

In the event of discrepancy between the scaled dimension on any drawing and the figures written thereon, the figures shall be taken as correct, except as otherwise determined by the Engineer.

3.05 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces (the completed final surface of earth, concrete, pavement or other material, or the completed top of a layer of subgrade, base or surfacing) in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the approved plans. Where tolerances are indicated in the Specifications or Special Provisions, the work shall be constructed within said tolerances. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and only authorized in writing.

3.06 EXISTING STRUCTURES SHOWN ON PLANS

Where underground and surface structures are shown on the Plans, the locations, depth and dimensions of such structures are believed to be reasonably correct, but are not guaranteed. Such structures are shown for the information of the Contractor, but information so given is not to be construed as a representation that such structures will, in all cases, be found or encountered just where shown, or that they represent all the structures which may be encountered.

3.07 OMISSIONS IN PLANS AND SPECIFICATIONS

Omissions from the Plans or the Special Provisions of the materials or details of work which are manifestly or obviously necessary to carry out the intent of the Plans and Special Provisions, or which are customarily furnished or performed, shall not relieve the Contractor of his responsibility for furnishing such omitted material or performing such omitted work, but shall be furnished or performed as if fully shown or described in the Plans, Special Provisions or Specifications.

Any materials or work mentioned in the Special Provisions and not shown on the Plans or shown on the Plans and not mentioned in the Special Provisions shall be of the same effect as if shown or mentioned in both.

3.08 INCORPORATION OF REFERENCED PROVISIONS OF STATE STANDARD SPECIFICATIONS

The work embraced herein, where referenced thereto, shall be done in accordance with the provisions of the specified portions of Sections 1 through 96 of the State Standard Specifications entitled "State of California, Department of Transportation, Standard Specifications and Plans," latest revision, which specifications are hereinafter referred to as the State Standard Specifications, and in accordance with the following provisions:

Whenever in the State Standard Specifications, the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation, or Department – Public Works
Department of the City of Dinuba

Director – Director of Public Works, City of Dinuba

Engineer – The City Engineer of the City of Dinuba, acting within the scope of the particular duties entrusted to them. The Consulting Engineer is the firm of Yamabe & Horn Engineering, Inc.

Laboratory – The recognized commercial testing laboratory designated by the City of Dinuba to test materials and work involved in the Contract.

Special Provision – Specific clauses setting forth conditions or requirements peculiar to the work and supplemental to the State Standard Specifications and City Standard Specifications.

State – The City of Dinuba

Other terms appearing in the State Standard Specifications, and these Specifications and Special Provisions, shall have the intent and meaning specified in Section 1, Definition and Terms of the State Standard Specifications, and as set forth in Subsection 1.14 of these Dinuba Standard Specifications.

In case of conflict between the State Standard Specifications and these Specifications, Dinuba Standard Specifications shall take precedence over and be used in lieu of such conflicting portions in the State Standard Specifications.

SECTION 4 - CONTROL OF WORK

4.01 AUTHORITY OF THE ENGINEER

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate or progress of the work, all questions which may arise as to the interpretation of the Plans, Special Provisions and Specifications, all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to compensation, including any claims as provided in Subsection 2.04 of these Specifications. His or her decision shall be final and binding upon the Contractor. He shall also have the authority to enforce, and make effective, such decisions and orders which the Contractor fails to carry out promptly.

4.02 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incidental to the due and lawful prosecution of the work.

Satisfactory evidence of obtaining the required permits shall be submitted to the Engineer prior to, and as a condition of, issuance of the "Notice to Proceed". The Contractor shall abide by the conditions of said permits and perform all work governed by said permits in conformance therewith and as directed by the Engineer.

Should the Contractor desire to make preliminary soil investigations in public street rights-of-way, he shall secure the required permits from the appropriate agencies and abide by the provision of said permits.

Full compensation for all costs involved in procuring all permits and licenses as indicated herein, including all fees and charges, shall be included in the amount bid for the various items of work and no separate payment shall be made therefore.

4.03 CONSTRUCTION STAKING

Surveying, adequate for construction, shall be performed by qualified personnel prior to the start of construction. On City contracts, original construction staking will be provided at no cost to the Contractor by City personnel or authorized representatives of the City.

The Contractor shall be responsible for preserving construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be at the expense of the Contractor.

All distances and measurements will be made and given in a horizontal plane. Stakes will be set and stationed for proposed improvements, and cuts or fills marked to planned grades. If the Contractor, during the course of the work, discovers any discrepancies between the Plans and the layout given by stakes, points, or instructions, it shall be his or her duty to inform the Engineer immediately in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. Any deviation of constructed facilities from the grades shown on the Plans and staked in the field shall be the responsibility of the Contractor.

Grades for underground conduits will be set at the surface of the ground and the Contractor shall be responsible of transferring such grades to the bottom of the trench.

The Contractor shall preserve property line and corner survey markers, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice. Markers that otherwise are lost or disturbed by his or her operations shall be replaced at the Contractor's expense by a Registered Civil Engineer appropriately licensed for land surveying, or a Licensed Land Surveyor.

The Contractor shall notify the Engineer at least 2 working days before he will require survey services in connection with laying out of any portion of the work. The Contractor shall not commence any construction without survey stakes in place.

Full compensation for any costs incurred by the Contractor in complying with the above shall be included in the amount bid for the various items of work and no separate payment shall be made therefore.

4.04 INSPECTION DURING CONSTRUCTION

The Engineer and Inspector shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge relative to the progress, workmanship and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer or Inspector so that proper inspection may be provided. Any work done in the absence of the Engineer or Inspector may be subject to rejection.

The inspection of the work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or Inspector and accepted, or estimated for payment.

Projects financed in whole or in part with funds from sources other than the City shall be subject to inspection at all times by the agency providing said funds or its authorized agent.

4.05 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of the Plans, Special Provisions or Specifications, shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work done beyond the lines and grades shown on the Plans or established by the Engineer or any extra work done without written authority will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor.

4.06 FINAL INSPECTION

Whenever the work provided and contemplated by the Contract has been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

4.07 SUPERINTENDENCE AND PERSONNEL

The Contractor, in his or her absence, shall be represented on the work by a competent superintendent, who, as well as the Contractor, shall be in charge of the work and shall be required to receive suggestions and instructions from the Engineer or the Inspector and see them faithfully executed. It shall be the duty of the Contractor to insure that he provides for adequate supervision of the work when he is not himself present at the site of work. The Contractor shall notify the Engineer of the name, address, and telephone number of such superintendent or foreman who is in charge of the work in the Contractor's absence.

If any subcontractor, workman, or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer, or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be removed from the work immediately upon notice by the Engineer and such person may not be employed again on the work.

All work shall be under general supervision and inspection of the Engineer or the Inspector and any work done without the sanction or presence of the Engineer or Inspector will be subject to rejection.

4.08 EMERGENCY AVAILABILITY

The Contractor shall furnish to the City, prior to the issuance of the "Notice to Proceed", a list of persons, together with their addresses and home telephone numbers, who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

4.09 STANDARDS

The Engineer shall establish such standards as he may deem necessary for the proper construction of a finished product. In the absence of specific standards, recognized standards of construction or approved practices shall govern the work.

4.10 SUITABLE METHODS

The Contractor shall use such methods for the performance of the work embraced under these Specifications as will secure a satisfactory quality of work and rate of progress. Such methods shall meet the approval of the Engineer, and shall be submitted for approval before being used on the work. The Engineer reserves the right, during the progress of work, to make suggestions and revisions in the methods in order that a high quality of work and satisfactory rate or progress may be obtained.

When ordered by the Engineer, the Contractor shall discontinue unsuitable methods of work. Reference is made to Subsection 7.10, "Contractor's Equipment."

4.11 PROTECTION OF WORK

The Contractor shall provide and maintain proper barricades, fences, signal lights or watchmen to properly protect the work, persons, animals, and property against injury. The cost of such protection shall be included in the amount bid for the various items of work.

The City reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work, after 24 hours' notice in writing, except in case of emergency when he shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the Contractor. Reference is made to Subsection 7.15, "Traffic Control, Public Convenience and Safety."

SECTION 5 - CONTROL OF MATERIALS

5.01 MATERIALS AND WORKMANSHIP

All materials, parts and equipment furnished by the Contractor in the work shall be first quality, free from defects and, unless specifically indicated otherwise in the Special Provisions, shall be new. Workmanship shall be in accordance with accepted standards. Both materials and workmanship shall be subject to the approval of the Engineer. Unless specifically indicated otherwise in the Special Provisions, all materials shall be furnished by the Contractor.

5.02 PROTECTION OF MATERIALS AND WORK

The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

5.03 SAMPLES AND TESTS

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national organizations, and such special methods and tests as prescribed in these Specifications.

Unless provided otherwise in these Specifications or in the Special Provisions, the cost of original testing shall be borne by the City for work performed under contract for the City. Any retesting required because of failure of materials to pass the initial test shall be done at the expense of the Contractor. All other tests required for work not under contract with the City, and located in City streets and alleys, or on private property, shall be borne by the Contractor or permittee.

The Contractor shall furnish and deliver such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of materials.

5.04 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance stating that the materials to be used in the work comply in all respects with the requirements of the Plans and Specification shall be supplied to the Engineer upon request. The certificate shall be signed by the manufacturer of the material or the

manufacturer of assembled material delivered to the work, and the lot so certified must be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be tested and sampled at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating materials in the work which conforms to the requirements of the Plans Special Provisions and Specifications, and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

5.05 TRADE NAMES OR EQUAL

Whenever the material or article to be furnished is described in the Special Provisions or Specifications by trade name, brand name, or other reference is made to specific manufacturers or supplies, "or approved equal," or "City approved equal", the person to whom the Contract is awarded shall have thirty (30) calendar days after the award of the Contract to submit to the Engineer data substantiating a request for the substitution of an "approved equal" item. The Engineer will make a decision as to whether the product proposed to be furnished is of equal quality and performance and equally suited for the City's purposes.

No substitutions shall be used in the work until the Engineer has determined the acceptability of the requested substitution, which may include such samples and tests as may be required by Subsection 5.03 of these Specifications. In such cases of proving equal status, the Contractor shall pay the costs of required testing. No time extension to the Contract will be allowed due to any such proposed substitution, or the time required to determine the acceptability of such substitutions.

5.06 DEFECTIVE MATERIAL

All materials not conforming to the requirements of the Special Provisions or Specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have subsequently been corrected, shall be used until approved by the City Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material, and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor.

5.07 COMPACTION TESTS

Relative compaction of soil in trenches, embankment or structural backfill shall be determined by the laboratory standard of test procedure California Method 216, except that dry random sampling methods (dry weight basis testing) may be used. Drive-tube sampling of

compacted soil may be utilized, unless otherwise directed by the Engineer. Reference is made to Subsection 5.03 of these Specifications as to the responsibility for costs associated with testing.

5.08 GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials, equipment and workmanship of the installation for a period of one year from the date of the filing of the Notice of Completion, or for such other period set forth in the Special Provisions. Should any materials or appliance or any work develop any defect or weakness due, in the opinion of the Engineer, to the use of imperfect materials, equipment or workmanship, or failure to follow the Plans, Special Provisions and Specifications, the Contractor shall be notified at once, and he shall immediately, at his own expense, make the necessary repairs or replacements to make the defective item or items suitable and satisfactory. Should the exigencies of the situation be such as to necessitate the repairs before the Contractor could be notified, or should the Contractor refuse to make the repairs or replacements within a reasonable period of time, the City shall have the right to make the necessary repairs or replacements at the expense of the Contractor, preserving as far as possible all available evidence of the cause of failure. Reference is made to Subsections 1.11 and 7.24 of these Specifications.

5.09 SALVAGE OF MATERIALS

Where indicated on the Plans, material to be salvaged shall remain the property of the City and shall be delivered and deposited by the Contractor at the location specified by the Engineer. No separate payment will be made for such salvaging and delivering of material, and the cost thereof shall be included in the various bid items of work.

SECTION 6 - UTILITIES

6.01 LOCATION

On City contract involving subsurface work, a diligent effort will have been made to locate and indicate on the Plans, as accurately as possible, the location of all known main or trunk line utility facilities within the work area. Utility service connections will also be shown where information is available.

At least 2 working days before entering on the work, the Contractor shall request all utility owners having a possible interest in the work area to mark to otherwise indicate the location of their substructure. It shall be the Contractor's responsibility to determine the true location and depth of all utilities and service connections. He shall also familiarize himself with the type, material, age and condition of any utility which may be affected by the work.

Utility, as herein used, shall mean any domestic water supply system, sanitary sewer system, storm drain system, or any facilities owned and operated by the Pacific Gas and Electric Company, A T & T Telephone, Comcast Cablevision, or Alta Irrigation District, or any other company, corporation, or agency which may reasonably be considered a utility.

It is anticipated that proposed facilities will not positionally intersect such utility facilities and utility service lines, except as indicated on the Plans. The Contractor shall be responsible for precisely locating and preserving said utility lines and shall, prior to placing or constructing proposed facilities, expose and verify locations of said utilities. Hand digging will be required to locate utilities without damage, and extreme care shall be exercised, inasmuch as the exact locations will only be determined by the excavation. If the Contractor discovers utilities not identified on the Plans, he shall immediately notify the Engineer and the utility owner in writing.

The Contractor's cost of verifying the locations of said utility facilities indicated on the Plans, including exposing them prior to construction, shall be included in the amount bid for the various bid items of work and no separate payment will be made therefore.

6.02 RELOCATION

Wherever it is shown on the Plans or Special Provisions that water, sewer, gas or other facilities or structures are to be relocated, such work shall be done by the Contractor in cooperation with the owners of such utilities; provided that the owner of the utility may direct that the relocation be done by the owner's forces. In such a case the Contractor shall coordinate his work and cooperate fully in completing the relocation. Unless, otherwise specified in the Special Provisions, the cost for relocation of utilities or for coordinating the Contractor's work with the utility owner's work shall be included in the various bid items of work, and no additional payment shall be made therefore.

Reference is made to Subsection 6.05 of these Specifications relative to delays caused by relocation of utilities either by the Contractor or by the utility owner.

Should the Contractor desire to have any relocation made of any utility facility, or other improvement, for his convenience in order to facilitate his construction operations, which relocation is in addition to or different from the relocations indicated on the Plans or in the Special

Provisions, he shall make whatever arrangements are necessary with the owners of such utility for such relocation and bear all expenses in connection therewith.

6.03 PROTECTION

The Contractor is responsible for protection of all utility mains, services and other facilities within the limits of work. Responsible diligence will have been exercised on all City contracts in locating utilities, but the Contractor is responsible for checking in the field the locations as shown and is further responsible for any and all utilities whose presence or location is unknown.

All utility services and facilities damaged or broken by the Contractor shall be repaired or replaced in accordance with the requirements of the owner of said utility.

The Contractor shall not interrupt the service function or disturb the supporting base of any utility, without authority from the owner or order from the City.

When placing concrete around or contiguous to any utility, the Contractor shall, at his expense, furnish and install a cushion of expansion joint material, clear opening, or sleeve, or by other suitable means shall prevent embedment in or bonding with the concrete.

Care should be taken not to move, without the consent of the Engineer and the owners, any sewers, drains, culverts, water, gas or other conduits, poles or other structures and in crossing or running parallel with such facilities, they shall be securely hung, braced and supported in place (in a manner approved by the Engineer and the owner) until the work is completed.

The full cost of protection, repair, or replacement of utilities shall be included in the various bid items of work and no additional compensation will be paid therefore

6.04 MAIN AND TRUNK LINE FACILITIES NOT SHOWN ON PLANS

Where main or trunk line utility facilities are encountered which were not indicated on the Plans, Special Provisions, or Specifications, the Contractor will be compensated for the cost of locating, repairing damage not due to his failure to exercise reasonable care, and for removing or relocating said main or trunk line utility facilities.

6.05 DELAYS

The Contractor is responsible for notifying utility owners in time to prevent delays attributable to utility relocations or alterations. The Contractor shall not be entitled to damages or additional payment if such delay does occur. The Engineer will determine the extent of the delay attributable to such interference, the effect of the delay on the project as a whole and any commensurate extension of time due, if timely notice was given.

6.06 COOPERATION

When necessary, the Contractor shall so conduct his operations as to permit access to the worksite and provide time for utility work to be accomplished during the progress of the

Contract work. Any costs associated with such cooperation shall be included in the amount bid for the various items of work and no separate payment shall be made therefore.

6.07 LIMITATIONS OF LIABILITY

Except for the assumption of liability as may be required by statute and such liabilities assumed in accordance with Subsection 6.04 of these Specifications, the City or the Engineer assumes no responsibility or liability with respect to the sufficiency or accuracy of the information or investigation of the location of utility facilities made by it, or with respect to the actual or apparent location of all known utility facilities as indicate don the Plans, or with respect to unforeseen developments which may occur as to the location of such utility facilities, or with respect to utility facilities which may be encountered at places different from that indicated.

SECTION 7 - LEGAL COMPLIANCE AND RESPONSIBILITIES OF THE CONTRACTOR IN THE CONDUCT OF WORK

7.01 GENERAL INFORMATION

The Contractor shall keep himself fully informed of all State and Federal laws and City ordinances and regulations, and revisions thereto, that in any way affect those engaged or employed in or on the work or in any way affect the conduct of the work, and of all orders or decrees of governmental or other bodies or officials having jurisdiction or authority over the same.

The Contractor, and all persons, firms or corporations employed by or under him, shall at all times observe and comply with all such laws, ordinances and regulations, orders and decrees. He shall protect and indemnify the City and its officers, employees and agents, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or his employees. If any discrepancy or inconsistency is discovered in the Plans, Special Provisions, Specifications or Contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

7.02 CONTRACTOR'S LICENSE

All bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. Any bidder or Contractor not so licensed is subject to the penalties imposed by such laws. A Contractor's license is required at the time of award of the Contract and not at the time of the bid opening.

7.03 NOT USED

7.04 NOT USED

7.05 CONTRACTOR'S RESPONSIBILITY FOR WORK

Except as specifically provided in the Specifications, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in the Specifications.

7.06 PRESERVATION OF PROPERTY

The Contractor shall be liable for any and all damaged done to any property, structure, facility or improvement due to his operations. Due care shall be exercised to avoid injury to existing highway improvements or facilities, roadside trees and landscaping that are not to be removed, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, all street facilities, and any other improvements or facilities within or adjacent to the work area, or on private property adjacent to the work area, and all such facilities shall be protected from injury or damaged. The Contractor shall provide and install suitable, approved safeguards to protect such property or improvements are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work or as good as required by the Special Provisions being performed under this Contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the Contract.

7.07 RIGHTS-OF-WAY

The right-of-way for the work to be constructed as shown on the Plans will be provided by the City. The Contractor shall procure at no cost to the City all temporary construction easements not shown in the Plans, which he may deem necessary to carry out the work to be done under the Contract. Said additional right-of-way shall be brought, to the satisfaction of the Engineer, to conditions at least equal to that existing prior to its use by the Contractor. The Contractor shall not occupy property outside the right-of-way as shown on the Plans unless he enters into an agreement with the owner of said property.

Nothing in these Specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the owner, former owner, or tenant of such land, structure or building.

7.08 DISPOSAL OF MATERIAL OUTSIDE THE RIGHT-OF-WAY

The Contractor shall make his own arrangements for disposing of materials outside the right-of-way and he shall pay all costs involved.

When any material is to be disposed of outside the right-of-way, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file with the Engineer said permit or a certified copy thereof.

When material is disposed of as above provided, the Contractor shall conform to all requirements of the City Municipal Code pertaining to grading, hauling and filling of earth, including any permits or bonds so required.

Full compensation for all costs involved in disposing of material as specified in the subsection, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such materials and no additional compensation will be allowed

therefore. No additional payment will be granted the Contractor for inconvenience or delays encountered in complying with the requirements of this subsection.

7.09 ELECTRIC AND WATER SERVICE

The Contractor shall provide and pay for electric service for all purposes of power and lighting required for the construction of the work of the Contract and shall maintain such service until the completion of the contract.

The Contractor shall make his own arrangements for and shall provide himself with a satisfactory water supply for the work done under the Contract. All water so used shall be paid for by the Contractor, except that water to be used in the work may be taken from the City's water system at no cost, but only after obtaining a water meter from the City Utilities Division and payment of any deposits required therefore. A backflow prevention device, if not equipped with the meter, shall be furnished by the Contractor. All costs for furnishing water shall be included in the various bid items of work.

7.10 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work. When ordered to do so by the Engineer, the Contractor shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory equipment. The use of any equipment which is obsolete as to type, in bad condition, or worn out will not be permitted on the work.

7.11 SAFETY PROVISIONS

The Contractor shall comply with the provisions of the Construction Safety Orders, Tunnel Safety Orders, Tunnel Safety Orders and General Safety Orders issued by the State Division of Industrial Safety, as well as all other applicable laws, ordinances and regulations.

Full compensation for all costs involved in providing job safety and special worker protection, including those pertaining to the hazards of caving ground in excavation, shall be included in the amounts bid for the various items of work, and no separate payment will be made therefore.

7.12 SPECIAL WORKER PROTECTION FROM TOXIC OR EXPLOSIVE GASES

In conformance with the Safety Orders set forth in Subsection 7.11, the Contractor shall protect workers from toxic or explosive gases by providing whatever testing equipment and other special equipment that may be needed to detect the presence of and to remove such toxic or explosive gases found to exist in any underground facilities involved in the work, whether these facilities are newly construction or existing.

The above requirements of the State Division of Industrial Safety are minimum requirements. In addition, the Contractor shall provide, for the life of the Contract, similar

protection for any person, including the Engineer of any of his authorized representatives, subcontractors, or any other person authorized or required to enter such underground facilities for inspection, repairs, or any other reason.

7.13 TRENCHING AND EXCAVATIONS

A. Digging Trenches or Excavations; Notice of Discovery of Hazardous Waste Or Unusual Conditions; Investigations.

In accordance with Public Contract Code Section 7104 with respect to digging trenches or other excavation deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the owner, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

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

B. Worker Protection from Caving and Excavations.

As required by Subsection 7.11 of these Specifications, the Contractor shall comply with the provisions of the Construction Safety Orders, Tunnel Safety Order, and General Safety Orders issued by the State Division of Industrial Safety, as well as all other applicable laws, ordinances and regulations, as they pertain to the protection of workers from the hazard of caving ground.

In compliance with the provisions of Labor Code 6705, the Contractor shall obtain the approval and acceptance of the Engineer in advance of the excavation of any trench or trenches, jacking or receiving pits, or pump sump pits, 5 feet or more in depth, of the detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made by the Contractor for

worker protection from the hazard of caving ground during the excavation of such trenches or pits, and during any other period that workers may be exposed to such hazard. If such plan varies from the shoring system standards established by the Division of Industrial Safety, the plan shall be prepared by a Registered Civil or Structural Engineer.

The requirements as above set forth by the State Division of Industrial Safety for the provision of worker protection from the hazard of caving ground are minimum requirements. In addition, the Contractor shall provide, for the life of the Contract, the same protection for any person, including the Engineer or any of his authorized representatives, subcontractors, or any other person required to be exposed to such hazard in the performance of the work, inspection of the work, or any other reason.

Payment for worker protection from caving ground in excavations during construction shall be made at the lump sum bid price, and no additional compensation will be made therefore. Payment shall include all materials, labor and equipment necessary to adequately brace, shore, shield or slope all excavations and trenches as required by Labor Code Section 6705. Also included are any costs incurred by the Contractor in preparing a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of the trenches, pits, etc.

Reference is also made to Section 18 regarding Trench and Structure Excavations, Backfill, and Restoration of Surfaces.

7.14 MAINTAINING DRAINAGE

The Contractor shall provide and maintain drainage to the existing street section or other area of work with no separate compensation therefore. Temporary provisions for drainage of any area during construction where existing drainage facilities have been damaged or altered by the Contractor during his operation shall be made by the Contractor and as directed by the Engineer.

The Contractor shall be responsible for all damages to public or private property incurred due to failure to provide adequate drainage within and through the construction area or due to blockage of existing drainage facilities at or upstream from the area of work.

No separate payment shall be made for maintaining drainage and full compensation therefore shall be included in the prices bid for the various items of work.

7.15 TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

It shall be the Contractor's responsibility to provide for the convenience and safety of the public and public traffic in connection with his operations. Traffic control shall be furnished, provided and maintained by the Contractor at all times throughout the life of the Contract.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic and abutting property owners (or tenants), and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights and safety of the public. Unless other existing streets are stipulated in the Special Provisions to be used as detours, all traffic shall be permitted to pass through the work. Residents along the work area shall be provided passage as far as practicable, as determined by

the Engineer. Convenient access to driveways, houses and businesses along the road, street, alley or other work area shall be maintained; temporary trench crossings shall be provided and maintained in good condition as required to provide said access. No more than one cross or intersecting street or road shall be closed at any one time without the approval of the Engineer.

The Contractor shall keep the Dinuba Fire Department, Dinuba Police Department and ambulance companies informed at all times as to the exact location and progress of the work and shall notify them immediately of any streets closed to traffic or impassable for firefighting or other safety equipment. At least 48 hours in advance of beginning work in any street, alley or other public thoroughfare, the Contractor shall notify the Engineering department and any other jurisdictional agencies involved and comply with their requirements regarding traffic control and public convenience and safety.

The Contractor shall provide such flagmen, and furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the road, street, or other work area is under construction and of any dangerous condition to be encountered as a result thereof, and he shall also erect and maintain such warning and directional signs. All such devices shall be promptly removed upon completion of the work.

The type and location of signs, lights, flags, flagmen and other traffic control and safety devices shall be in accordance with the latest addition of the California Manual of Uniform Traffic Control Devices, issued by the State of California, Department of Transportation. Compliance with the requirements of said manual shall be considered as a minimum requirement and it shall be the responsibility of the Contractor to provide additional safety devices when necessary to maintain a safe condition.

Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, etc., unless other arrangements satisfactory to the owners have been made. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet, also shall be maintained unless otherwise approved by the Engineer.

It shall be totally the responsibility of the Contractor to provide and maintain adequate traffic safety devices and warning signs. If the Engineer or the Inspector notes some deficiency in said devices, the situation shall be corrected immediately by the Contractor. Should the Contractor fail to comply with said requirements, safety regulations, instructions or directions, or such additional requirements as may be deemed by the Engineer to be necessary for safety of the workers or the public property, the Engineer may cause such precautions to be taken by other means at the Contractor's expense, but such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices and measures.

Full compensation for all costs involved in public convenience, safety and traffic control in accordance with the requirements specified shall be included in the lump sum price bid for traffic control. Where no bid item is provided for traffic control, the costs involved in public convenience, safety and traffic control shall be included in the amount bid for the various items of work and no separate payment shall be made therefore.

7.16

DUST CONTROL

Dust control shall be provided in accordance with Section 10-5 of the State Standard Specifications and as specified herein. The Contractor shall maintain dust control about the site of the work, including any haul roads to or from the site, by whatever means are necessary, such as watering, sweeping or oiling, so as to cause the least possible dust nuisance to the public. Any dust control measure ordered by the Engineer shall be promptly and immediately carried out.

The Contractor shall make his own arrangements for and shall provide himself with a satisfactory water supply, except as otherwise set forth in the Special Provisions.

The Contractor shall furnish his own equipment for transporting and applying water. Such equipment shall meet the approval of the Engineer. Water for the work may be taken from the City water system, but only after obtaining a meter from the City Utilities Division and payment of any deposit required therefore. Where the Contractor is allowed to utilize the public water supply, if the City furnished meters is not so equipped, the Contractor shall provide an approved backflow prevention device between the public water supply and his equipment for applying or transporting water when the Engineer determines that a backflow condition could be caused by the method or equipment used to draw water from the public supply.

If the Contractor fails to provide dust control measures so ordered within a reasonable time period as determined by the Engineer, the Contractor (or Developer in the case of private contracts) shall pay to the City a liquidated damage of thirty dollars (\$30.00) for each half hour, or portion thereof, that elapses from the time the penalty is ordered into effect by the Engineer, until dust control measures ordered by the Engineer are completely carried out and the dust nuisance eliminated or prevented. Such penalty shall be deducted from any monies owed the contractor or levied as a fine against the Developer. In addition to the liquidated damaged as specified above, if conditions warrant, the Engineer may order City forces to eliminate or prevent the dust nuisance. The full cost thereof in addition to the liquidated damage as herein provided, shall be deducted from any monies owed the Contractor or shall be levied as a fine against the Developer.

Contractor shall obtain a permit from the San Joaquin Valley Air Pollution Control District whenever such permit is required.

Full compensation for dust control shall be included in the lump sum amount bid therefore. Where no bid item is provided for dust control, the cost therefore shall be included in the various bid items of work and no separate payment will be made therefore.

7.17

RESTORATION OF SURFACES

The Contractor shall replace all graded surface material adjacent and/or appurtenant to the work, and shall restore paving, curbing, sidewalks, gutters, landscaping, fences, lawn and other surfaces disturbed, to a condition equal to that before the work began, and shall furnish all labor and material incidental thereto. Where bid items are not provided for each type of restoration, full compensation therefore shall be included in the amount bid for the various items of Contract work. Reference is made to Subsection 18.05 of these Specifications for technical provisions relative to restoration of surfaces.

7.18 SANITARY REGULATIONS

Necessary housing accommodations shall be provided for the workmen for changing clothes and for protection during inclement weather. Toilet accommodations shall also be maintained for the use of employees on the work. The accommodations shall be in approved locations properly screened from public observation and shall be maintained in a strictly sanitary manner. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same, and shall maintain at all times satisfactory sanitary conditions around all shanties, tool and supply houses and on all other parts of the work.

7.19 PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

7.20 PROPERTY RIGHTS OF MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for 90 percent of the value of materials delivered to the site of the work or stored subject to or under the control of the City. All such materials shall become the property of the City upon being so attached or affixed or upon payment of 90 percent of the value of materials delivered to the site of the work or stored subject to or under the control of the City. As indicated in Subsection 7.05 of these Specifications, the Contractor will not be relieved of his responsibility for the care and protection of the work until final acceptance of the work by the City.

7.21 ASSIGNMENT OF CONTRACT

The contractor shall not assign this Contract, or any part thereof, without the approval of the City or without the consent of surety unless the surety has waived its rights to notice of assignment. All assignments of funds are subject to the prior lien for services rendered or materials supplied for the performance of the work called for in favor of all persons, firms, or corporation rendering such services or supplying materials.

7.22 AMENDMENTS TO CONTRACT

Each and every provision of law and clause required by law to be inserted in the Contract for the work to be done under the Special Provisions shall be deemed to be inserted therein, and the Contract shall be read and enforced as though it were included therein; and if, through mere mistake or otherwise, any such provisions is not inserted or is not correctly inserted, then upon the application of either party thereto, the Contract shall forthwith be physically amended to make such insertion.

7.23 VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provision of this Contract shall supersede all prior verbal statements of the Engineer or other representatives of the City and such statements shall not be effective, or be construed as entering into or forming a part of, or altering in any way, whatsoever, the written Contract.

7.24 GUARANTEE

The Contractor shall guarantee the proper installation and performance for all equipment and facilities installed or work performed for a period of one year form the date of the filing of the Notice of Completion, or for such other period set forth in the Special Provisions. Any failure of such equipment, facilities or workmanship prior to the end of such one year or other specified period shall be repaired or corrected by the Contractor at his sole expense in accordance with instructions of the Engineer. Reference is made to Subsections 1.11 and 5.08 of these Specifications.

SECTION 8 - PROGRESS AND PROSECUTION

8.01 SEQUENCE AND PROGRESS OF THE WORK

The Engineer shall have the power to direct the order and sequence of work, which in general shall be to coordinate the construction of the several parts of the Contract to a successful completion as rapidly as possible. To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently perform the Work to completion. If the Engineer determines that the Contractor is failing to perform the Work to the proper extent, the Contractor shall, upon orders from the Engineer, immediately take steps to remedy the situation. All costs of performing the work as specified herein shall be included in the Contract Price. Should the Contractor fail to take any necessary steps to fully accomplish said purposes, after orders of the Engineer, the Engineer may suspend the Work in whole or in part, until the Contractor takes said steps.

If the Work is suspended through no fault of the Owner, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Owner may elect to do so, and deduct the cost thereof from the monies due the Contractor. Such actions will not relieve the Contractor from liability.

The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his or her obligation to secure the quality of work, or the rate of progress specified.

8.02 COMMENCEMENT OF WORK

Unless otherwise provided in the Special Provisions, the Contractor shall commence work under the Contract within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute the same to completion within the time limit provided in the Special Provisions. Should the Contractor begin work in advance of receiving the Notice to Proceed, as above provided, any work performed by him shall be considered as having been done at his own risk and as a volunteer and no payment is guaranteed for any such work performed.

8.03 NOT USED

8.04 CONSTRUCTION SCHEDULE

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval his or her proposed construction schedule, when so requested by the Engineer. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, procurement of materials, and scheduling of equipment. The construction schedule shall be consistent in all respects with the time and order of work requirements of the Contract.

If the Contractor desires to make a significant change in his or her method of operations after commencing construction, or if his or her schedule fails to reflect the actual progress, he

shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

8.05 PRECONSTRUCTION CONFERENCE

Prior to construction and when set forth in the Special Provisions or when requested by the Engineer, a meeting will be called by the Engineer with the Contractor, subcontractors and interested agencies or parties affected by the work, to discuss the proposed work. The Contractor shall present his or her proposed construction schedule prior to or at this meeting.

8.06 NOTICE TO RESIDENTS

The Contractor shall, no less than five (5) calendar days prior to proceeding with the work in any given area, notify in writing all residents and tenants directly affected by the construction work of both the nature and the approximate time for the completion of the work. The notice shall be on the contracting firm's letterhead and shall be signed and shall include and project superintendent's name and telephone number. The Contractor shall, prior to commencing work in each given area, furnish the Engineer a copy of the notice given residents and tenants and shall certify the date, locations and method by which the notice was delivered.

8.07 COOPERATION

The Contractor shall cooperate in all respects with all public and private agencies, including but not limited to the Alta Irrigation District, Charter Communications, Comcast Cablevision, Pacific Gas and Electric Company, Southern California Gas Company, AT&T, A T & T Telephone, Dinuba Public Works Department, Fresno County Public Works and Sheriff's Departments, Dinuba Fire Department, Dinuba Police Department, Dinuba Unified School District and Caltrans. Should construction be under way by other forces or by the other Contractors within or adjacent to the project area, or should work of any other nature be under way by other forces within or adjacent to said project area, the Contractor shall cooperate with all such other Contractors or forces to the end that any delay or hindrance to their work will be minimized, or avoided.

8.08 SUBCONTRACTORS

As indicated in Subsection 1.15 of these Specifications, the Contractor shall indicate on the proposal form the names of subcontractors proposed for the work and shall not employ any who the Engineer may, within a reasonable time, object to as incompetent or unfit.

The purchase of concrete, liquid asphalt, paving asphalt, pipelines, valves, fire hydrants, casing, or any other materials produced at and supplied from established and recognized commercial plants, together with delivery of such materials to the site of what the work by means of vehicles owned or operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these Specifications.

The Contractor shall be responsible for the coordination of all trades, subcontractors, and material men engaged upon the work. Neither the city nor the Engineer will undertake to settle

any differences between the Contractor and his or her subcontractors or between subcontractors. In this regard, it is recommended to the Contractor that local subcontractors and material men be used whenever possible as one of the best methods of maintaining the coordination and activity essential to proper job scheduling and completion.

All persons engaged in the work, including subcontractors, will be considered as employees of the Contractor. The Contractor will be held responsible for their work. The City will deal directly with, and make all payments to the Contractor only.

When subcontracted work is not being prosecuted in a manner satisfactory to the Engineer, the Contractor shall be notified to take corrective action within as specified time. If timely correction is not made upon issuance to the Contractor of written instructions from the Engineer, the subcontractor shall be removed immediately from the work, and shall not be reemployed thereon.

The contractor agrees that he is fully responsible to the City for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by time, as he is for the act and omissions of persons directly employed by him.

Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the City.

8.09 FAILURE TO PERFORM

If the City sues to compel performance or sues for breach of the Contract, or to recover the cost of completing the work, the Contractor shall pay all the City's reasonable attorney's fees, costs of suit, and all its other expenses of litigation.

8.10 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part for such period as he may deem necessary due to unsuitable weather or due to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer to suspend the work, and shall not resume the work until ordered in writing by the Engineer.

8.11 USE OF COMPLETED PORTIONS

The City shall have the right to take possession of, use, or maintain and protect any completed portions of the work. However, taking possession, use, or maintenance and protection shall not be deemed an acceptance of any work not completed in accordance with the Contract documents.

8.12

TERMINATION OF CONTRACT

If the Contractor should be adjudged as bankrupt; if he makes a general assignment for the benefit of his or her creditors; if a receiver should be appointed on account of his or her insolvency; if he or she or any of his or her subcontractors should persistently violate any of the provisions of the Contract; if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough skilled workmen or proper materials; if he should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances or the instructions of the Engineer, the City may, upon certification of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his or her surety of its intention to terminate the Contract, such notice to contain the reason for such intention to terminate the Contract. Unless, within five (5) calendar days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) calendar days, cease and terminate. In the event of any such termination the City shall immediately serve written notice thereof upon the surety and the Contractor; and the surety shall have the right to take over and perform the Contract or does not commence performance thereof within the ten (10) calendar days stated above from the date of the serving of such notice, the City may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for he account and at the expense of the Contractor, and the Contractor and his or her surety shall be liable to the City for any excess cost occasioned the City thereby. In such event the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliance, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

8.13

ACCEPTANCE OF CONTRACT

When the Engineer has made the final inspection and determines that the Contract has been completed in all respects in accordance with the Plans and Special Provisions, he will so certify and accept the completed work or, at the City's option, so certify to the Council, which may accept the completed work. The Engineer will in his or her certification give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work. This will also be the date to which liquidated damages will be computed.

The City's acceptance of any work by or on behalf of Contractor shall not be deemed a waiver of the City's rights to remedy by Contractor of latent defects resulting from defective materials or workmanship discovered after the City's issuance of its notice of completion.

SECTION 9 - MEASUREMENT AND PAYMENT

9.01 MEASUREMENT OF QUANTITIES OF UNIT PRICE WORK

Unless specified otherwise, all work to be paid for at a Contract price per unit of measurement will be measured by the Engineer, in accordance with United States Standard Measures. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along the longitudinal axis.

Unless otherwise provided in the Special Provisions, volumetric quantities will be determined by the Engineer, and shall be the product of the mean area or vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to the measurement of all areas.

When payment is to be made on the basis of weight, the weighing shall be done on scales furnished by and at the expense of the Contractor, or on other sealed scales regularly inspected by the State of California, Department of Food & Agriculture, Division of Measurements & Standards, or its designated representative. All scales shall be suitable for the purpose intended and shall conform to the Specifications of the State of California, Department of Food & Agriculture, Division of Measurements & Standards. The scales shall be operated by a weigh master licensed in accordance with the provisions of the California Business and Professions Code. The Contractor shall furnish a Public Weigh master's certificate, or a Private Weigh master's certificate of certified daily summary weight sheets. The operator of each vehicle shall obtain a weight or load slip from the weigher and deliver said slip to the Engineer at the point of delivery of the material.

Other materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the Special Provisions for the particular items involved.

Full compensation for all expense involved in conforming to the requirements specified for measuring in and weighing materials shall be considered as include in the unit price paid for the materials being measured or weighted and no additional compensation will be allowed therefore.

9.02 COST BREAKDOWN

Upon request of the Engineer, the Contractor shall submit, in a form acceptable to the Engineer, a schedule showing the subdivision of his or her Contract, or lump sum bid price, into its various parts, stating quantities and prices for each item, to be made a basis for checking or computing monthly estimates, if such payments are specified. The prices shall include all costs of each item. No payment will be made to the Contractor until such schedule has been submitted to and approved by the Engineer, if required by him.

9.03

FULL COMPENSATION INCLUDED IN BID AMOUNT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City and for all risks of every description connected with the prosecution of the work; also for the expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Plans, Special Provisions and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of his or her obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits.

The lump sums and/or unit prices shown in the bid proposal shall include full compensation for all work and expenses appurtenant to the accomplishment of the project described in the Special Provisions in the manner indicated herein, including, but not limited to, all items delineated in these Contract documents for which specific bid items are not set up on the bid proposal. The Contractor shall proportionally spread all incidental costs associated with the work for which there are no separate bid items into the amount bid for those items of work for which there are bid items, and no separate or additional payment will be made for any requirement of the Contract not specifically listed on the bid proposal.

9.04

PROGRESS PAYMENTS

On City contracts, the City shall once in each month cause an estimate in writing to be made by the Engineer of the value of the total amount of the work done and acceptable material furnished and delivered by the Contractor on the ground and not used, or acceptable materials furnished and stored for use on the Contract (if such storage is within the limits of the project and is subject to or under the control of the City at the time of such estimate). Reference is made to Subsection 9.09 of these Specifications relative to the date of payments.

The Contractor shall furnish the Engineer a preliminary estimate of such materials and work, when requested by the Engineer. Such estimate shall be submitted on a form approved by the Engineer which shall be properly completed and executed. The Engineer shall have the authority to adjust the items as submitted on the preliminary estimate in accordance with his or her judgment of the amount of work performed or materials on hand, considering the fact that bid items include a proportionate share of incidental expenses involved in the work. The estimate value of any item of work shall in no case exceed the bid price for that Contract item of work.

The City shall retain 5 percent of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the Contract by the Contractor. The City shall also retain 5 percent of the value of all work done from each monthly payment. Reference is made to Subsection 9.08 of these Specifications relative to substitution of securities for retained amounts.

The City shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deduction therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required

to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his or her judgment the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500.00)

No such estimate or payment shall be considered to be an acceptance of any defective work or improper materials.

In accordance with sec. 20104.50 of the Public Contract Code, the City shall pay interest to the contractor at the legal rate set forth in Section 685.010 (a) of the Code of Civil Procedure for any progress payments not made within 30 days of receipt by City of an undisputed and properly submitted payment request.

9.05 FINAL PAYMENT

The Engineer shall, after the completion of the Contract, make a final estimate of the amount of work done thereunder and the value of such work; and the City shall pay the entire sum so found to be due after deducting therefrom 5 percent of the final estimate to be retained following final acceptance of the work. The final retained payment shall not be due and payable until the expiration of thirty-five (35) calendar days from the date of recordation of the "Notice of Final Acceptance" for the project by the City. Reference is made to Subsection 9.08 of these Specifications relative to substitution of securities for retained amounts.

The Contractor shall promptly make payment to all persons supplying labor and material, and before final acceptance of the work and final payment to the Contractor, including all sums retained by the City, the Contractor shall furnish to the City satisfactory evidence that all claims for labor and material furnished and used in the construction of said work have been settled, and that no legal claim can be filed against the City for such labor or material.

It is mutually agreed between the parties to the Contract that no certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part. It is further agreed that no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the Contract and the adjustment and payment for any work done in accordance with any alterations of the same shall release the City, City Council and the Engineer from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

9.06 FINAL PAYMENT TO RELEASE OWNER

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the City (or Owner, on private contracts) of all claims and all liability to the Contractor for all things done or performed for or relating to the work and for every act and neglect of the City and others relating to or arising out of the work, excepting only his or her claims, if any, for amounts withheld by the City, upon final payment. However, no payment, final or otherwise, shall operate to release the Contractor or his or her sureties from any obligation upon or under this Contract or the Contractor's bond.

9.07 CITY'S RIGHT TO WITHHOLD PAYMENTS

The City (or Owner, on private contracts) may withhold or nullify the whole or any part of any partial or final payment, to such extent as may reasonably be necessary to protect the City from loss on account of:

1. Defective work not remedied, irrespective of when any such work be defective;
2. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens;
3. Failure of the Contractor to make proper payments for labor, material, equipment, other facilities, or to subcontractors;
4. A reasonable doubt that the work can be completed for the balance unearned; or
5. Damage to another Contractor, or third party.

Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reason therefore shall be given to the Contractor; and when the Contractor shall remove the grounds for such withholding, the City shall promptly pay to the contractor the amount withheld.

9.08 SECURITIES MAY SATISFY WITHHOLDING REQUIREMENT

In accordance with Government Code Section 4590, the provisions of Subsection 9.054 and 9.05 of these Specifications, pertaining to the retaining of 5 percent of the Contract price, may at the Contractor's request and expense, be satisfied by depositing with the city, or a state of federally chartered bank as escrow agent, eligible securities equivalent to the amount to so be retained. Securities eligible for investment include those listed in California Government Code Section 16430 and bank and savings and loan certificates of deposit. The escrow agent shall pay such securities to Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of such securities and shall receive any interest thereon.

Any escrow agreement entered into pursuant to Section 4590 of the Government Code shall contain, as a minimum, the following provisions:

1. The amount of securities to be deposited; The terms and conditions of conversion to cash in case of the default of the Contractor;
2. A provision that the City shall not be prevented from withdrawing or converting said securities, as required to complete the Contract as a result of Contractor's default, except by court order; and
3. The termination of the escrow upon final acceptance of the work by the City.

9.09 DATE OF PAYMENTS

Payment requests shall be submitted by the Contractor no later than the 20th day of the month, for work completed or materials furnished prior to that date. The City will make payment no later than the 10th day of the following month, when such payment will become due and

payable. Payment requests submitted after the 20th day of the month will not be processed for payment in the following month, but will be processed for payment in the next succeeding monthly payment period, when such payment will become due and payable.

9.10 PAYMENT FOR EXTRA WORK

Extra work as previously defined in Subsection 2.03 of these Specifications, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the City (or owner, on private contracts), or by force account.

When extra work is to be paid for on a force account basis, the Contractor shall receive the actual cost of all materials furnished by him or her as shown by his or her paid vouchers, plus 15 percent for overhead and profit. For all labor and equipment that are necessary, he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus 15 percent for overhead and profit. The price paid for labor by the Contractor shall include all payments imposed by State and Federal laws. The City reserves the right to furnish any material, equipment or labor deemed expedient, and the Contractor shall have no claim for overhead and profit on the cost of such City furnished materials, equipment or labor.

The Contractor shall maintain his or her records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations. The Contractor shall submit to the Engineer at the end of each day's work, in duplicate, an itemized report of labor, material, and equipment used in the performance of the work on that day, to be paid for on a force account basis. Such daily report, once agreed upon, shall be signed by the Contractor and the Engineer (or Inspector) and shall become the basis of payment for the work performed. Should there be any disagreement by the Inspector in the itemized report, he shall so state thereon before signing, and the Engineer will, after examining the evidence, make a judgment as to the amount of labor, material and equipment to be allowed for payment.

The Contractor shall calculate weekly on fully itemized reports the costs of the work to be paid for on a force account basis, in conformance with the previously agreed upon daily basis, in conformance with the previously agreed upon daily reports. Material charges shall be substantiated by copies of vendor's invoices. Such weekly reports shall be submitted to the Engineer in a timely manner, and once reviewed and approved by the Engineer, will be utilized in progress estimates and final estimates for payment purposes.

Payment as provided herein shall constitute full compensation to the Contractor for performance of extra work, and no additional compensation will be allowed therefore.

SECTION 10 - LABOR AND PREVAILING WAGES

10.01 GENERAL

The Contractor shall observe State and other laws governing labor; shall carry compensation and Employer's Liability Insurance under the Workmen's' Compensation Statute of the State; and upon request, shall show proper evidence thereof covering all his or her labor.

Only competent workers shall be employed on the work. Any person employed or subcontractor who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his or her work properly and acceptably, shall be immediately removed from the work by the Contractor and not be reemployed on the work. All labor shall be especially skilled for each kind of work, and under the direction of a competent foreman, regardless of the kind and quality of material specified.

10.02 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons; and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

10.03 HOURS OF LABOR

Eight hours constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00), or such other amount as may be hereafter specified in Labor Code Section 1813 for each worker employed in the execution of the Contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per calendar day and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of 8 hours per calendar day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815. Reference is made to Subsection 10.05 regarding payroll records. Reference is also made to the Contract for detailed Labor Code requirements.

10.04 PREVAILING WAGES

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the General Prevailing Rates of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay, as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

A listing of said wages and employer payments are on file with the City Clerk, Dinuba City Hall, 405 E. El Monte Way, Dinuba, California, and are incorporated herein by reference, pursuant to Subsection 1773.2 of the Labor Code. The Engineer shall furnish the Contractor a copy of the above mentioned wage rates and employer payments and such copy shall be posted by the Contractor at the job site where it will be available to any interested party. Copies of the wage rates may be obtained upon request from the City of Dinuba, Director of Public Works.

An error in information furnished by the City does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Subsection 1770-1775.

The wages and employer payments to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Contract, shall be not less than the prevailing rate of pay for wages and employer payments for a day's work in the same trade or occupation in the locality within the State where the work hereby contemplated is to be performed, as determined by the Director of Industrial Relations. Each laborer, workman, or mechanic employed by a Contractor or by any subcontractor shall receive the wages and employer payments herein provided for. The Contractor shall pay twenty-five dollars (\$25.00), or such amount as may be hereafter specified by the Labor Code, per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and wage paid in each work shall be paid by the Contractor to each worker.

Reference is also made to the Contract for further detailed requirements under the Labor Code.

10.05 PAYROLL RECORDS

Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Certified payrolls shall be submitted weekly to the City of Dinuba c/o Yamabe and Horn Engineering Inc. Electronic certified payrolls shall also be submitted weekly directly to the Labor Commissioner (Division of Labor Standards Enforcement).

TECHNICAL PROVISIONS

Section 01010
SUMMARY OF WORK

PART 1: GENERAL

1.1 Description

- A. The work to be performed under this Contract consists of furnishing all labor, materials, tools and equipment and constructing complete and in place improvements for the City of Dinuba, Randle Avenue Construction Project as shown on the Plans as specified herein.

The work shall include, but not be limited to, demolition, grading, sawcutting of existing pavement and concrete, construction of sidewalks, ADA ramps, pavement, curb, gutter, drive approaches, storm drainage pipeline, catch basins, and manholes, sanitary sewer pipeline and manholes, water mains, water services, signage and striping, as shown on the Plans, or as specified herein, including clean-up.

The work to be done consists of the furnishing by the Contractor of all labor, materials equipment and other facilities necessary in the performance of the work. The Contractor shall perform any work which is not detailed in the Plans and Specifications, but which is obviously required to make the project complete and operable. Questions regarding the intent of the Plans and Specifications shall be referred to the Engineer whose decisions thereon shall be final.

Some information pertaining to subsurface and other conditions which may affect the cost of performing the work may be shown on the Plans and Specifications. While it is believed that any such information is reasonably correct, the Engineer does not warrant either the completeness or accuracy of such information. It is the responsibility of the Contractor to ascertain the existence of all subsurface and other conditions affecting his cost of doing the work as may be disclosed by a reasonable examination of the site.

- B. All work will be performed under a single contract.

1.2 Location

- A. The project improvements will be located in Dinuba, Tulare County, California.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A.** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01015
STANDARD SPECIFICATIONS

PART 1: GENERAL

1.1 Standard Specifications

- A. The Standard Specifications as referred to in these Specifications shall be the State of California Department of Transportation Standard Specifications (2015 edition).

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

3.1 Hierarchy of Specifications

- A. The Contractor shall comply with these Project Specifications. The Standard Specifications shall be referenced for issues not addressed by these Project Specifications.

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01016
MOBILIZATION

PART 1: GENERAL

1.1 Preparatory Work

- A. Mobilization conforming to the Standard Specifications shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of secured equipment and materials storage areas, demobilization and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

The Owner will pay no greater than three percent (3%) of the total contract price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than three percent (3%) of the total contract price, the Owner will pay any excess mobilization amount with the final progress payment.

1.2 Permits

- A. Mobilization shall also consist of obtaining all necessary permits, bonds and licenses from agencies including but not limited to the State of California, and payment of all fees needed for all work shown on the Plans and Specifications and as directed by the Engineer.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Mobilization

- A. Payments for mobilization shall be in compliance with Section 9-1.16D "Mobilization" of the Standard Specifications except that no payment for mobilization, partial or otherwise, shall be made until the Contractor has secured all necessary permits, bonds and licenses and has paid all applicable fees.

The Contractor lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization and demobilization as specified herein.

END

Section 01020
WORK BY OTHERS

PART 1: GENERAL

1.1 Work by Others

- A. The City, or other Contractors, or utilities will be working within the project area while this work is in progress. The Contractor shall schedule the work in conjunction with such other organizations to minimize mutual interference.

1.2 Responsibility for Performance by Others

- A. If any part of the work depends, for proper execution or results, upon the performance by others, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such performance that render it unsuitable for such proper execution or result of the work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the performance by others as fit and proper for the work except as to defects which may develop in the performance by others after execution of the work.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01030
COORDINATION OF WORK

PART 1: GENERAL

1.1 Coordination of Work

- A. It shall be the responsibility of the Contractor to maintain overall coordination of the work. Based on the general contract Construction Schedule prepared in accordance with these Specifications, the Contractor shall obtain from each subcontractor, including the private utility companies, Comcast, Pacific Gas & Electric (PG&E), Southern California Gas Company, AT&T California and Southern California Gas Company, a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated in order to meet the specified time of completion of the work.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01050
CONSTRUCTION SCHEDULE

PART 1: GENERAL

1.1 Cost Loaded Construction Schedule

- A. As a condition of award during the period after the opening of bids and prior to actual award of project by the City, the apparent low bidder shall prepare a detailed cost loaded Construction Schedule as set forth in this Section. The costs shall be developed by category from the Bid Schedule of the Specifications with a schedule of values itemization to clarify lump sum items. This schedule shall essentially be the same as the final project Construction Schedule required to be submitted and maintained for this project. The Construction Schedule shall indicate the time of starting and completion of each major structure or phase of the project and such intermediate phases as will serve for well-defined control points. These phases and control points shall be placed in chronological order on the Construction Schedule. The schedule shall also indicate the anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project.

1.2 Post Bid Pre-Award Construction Schedule

- A. Within five (5) calendar days after bid date, the apparent low bidder shall designate in writing, an authorized representative in its firm who will be responsible for the preparation of the post-bid pre-award Construction Schedule as set forth in this Section.

1.3 Authority of Apparent Low Bidder's Representative

- A. The apparent low bidder's representative shall have the authority to act on behalf of the Contractor in fulfilling the requirements of preparing the schedule in a professional and acceptable manner demonstrating competence in use of the Construction Schedule including scheduling experience on project of similar value and complexity.

1.4 Completion of Schedule Preparation

- A. After fulfilling requirements above, the apparent low bidder's representative in a coordinated effort with the Engineer shall complete the preparation of the schedule within five (5) calendar days after the five (5) day period noted above. The schedule shall include costs allocations for all the component activities which make up a phase of work.

1.5 Modifications to Schedule

- A. After the award and Notice to Proceed have been issued for the work, the Engineer will return the post-bid pre-award Construction Schedule to the Contractor within five (5) calendar days from award of the Contract. The Contractor shall modify the schedule to

include any modifications, or changes resulting from final phasing and scheduling of work items or control points.

The Contractor shall complete these modifications within five (5) calendar days from date the schedule is returned to him and shall resubmit it to the Engineer for review and acceptance as the project Construction Schedule to be used during the course of construction. Upon receiving written notice from the Engineer that the schedule, as revised, has been accepted, it will then become the initial approved project Construction Schedule by which the Contractor shall construct the reporting revision and updating procedures set forth in these Specifications to be implemented during the course of construction.

1.6 Changes

- A. The Construction Schedule as submitted in this form shall contain no contract changes or delays which may have occurred during the interim submittal period. Changes shall be entered at the first update revision as specified for progress reporting and updating in these Specifications.

1.7 Delays

- A. If the Contractor's progress has fallen behind the approved Construction Schedule, the Contractor shall take such steps as may be required, including but not limited to, increasing the number of personnel, shifts, overtime operations, days of work, and amount of construction equipment until such time as the work is back on schedule. He shall also submit for approval no later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained, all without additional cost to the City.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01060
LINES AND GRADES

PART 1: GENERAL

1.1 Horizontal and Vertical Control Provided by the Engineer

- A. The work shall be constructed in accordance with the lines and grades indicated on the Plans. Distances and measurements except elevation and structural dimensions are given and made on horizontal planes, unless indicated otherwise.

The City Engineer will provide staking for the following:

- Demolition and Sawcut
- Curb and Gutter
- Storm Drainage
- Sanitary Sewer System
- Water Distribution System
- Sidewalk
- Concrete Flatwork

- B. The above listed items shall be staked only one time by the Engineer. Any restaking will be paid for by the Contractor. If the Contractor needs additional items staked that are not listed above the Engineer can do so for an additional fee to the Contractor.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

Not Used

END

Section 01070
QUALITY CONTROL

PART 1: GENERAL

1.1 Samples

- A. All material shall be new and of the specified quality and equal to the approved samples, if samples have been submitted. The work shall be done and completed in a thorough, workmanlike manner; notwithstanding any omission from these Specifications or from the Plans; and it shall be the duty of the Contractor to call the Engineer's attention to apparent errors or omissions and to request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Plans.

1.2 Testing at Point of Origin

- A. At the option of the Engineer, materials to be supplied under this Contract will be tested or inspected either at their place of origin or at the site of the work. The Contractor shall give the Engineer written notification well in advance of actual readiness of materials to be tested or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall they preclude retesting or re-inspection at the site of the work. Materials which will require testing or inspection at the place of origin shall not be shipped prior to such testing, inspection and certification by the Manufacturer.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01080

AUTHORITY AND DUTIES OF INSPECTOR

PART 1: GENERAL

1.1 Responsibilities

- A. Inspectors will inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector will not alter or waive the provisions of these Specifications.

1.2 Authority

- A. The Inspector will inform the Engineer as to the progress of the work and the manner in which it is being done; also, the Inspector will call the Contractor's attention to the items observed to be in non-conformance with the Plans and Specifications. The Inspector will not approve or accept portions of the work, issue instructions contrary to the Plans and Specifications, or act as foreman for the Contractor. The Inspector will reject defective material and object to work observed to be improperly performed, subject to final decision by the Engineer. The Inspector will exercise additional authority only as authorized by the Engineer.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

Not Used

END

Section 01090
INSPECTION

PART 1: GENERAL

1.1 Rejection of Defective Materials by Engineer

- A. All material and workmanship of whatever description shall be subject to the inspection of the Engineer. If not in conformance with the Specifications, such material and workmanship will be rejected by the Engineer. All defective work or materials shall be removed from the premises by the Contractor, whether in-place or not, and shall be replaced or renewed as approved by the Engineer.

1.2 Decision of Engineer Final

- A. On all questions concerning the acceptability of materials, classification of materials, execution of the work, and the determination of costs, the decision of the Engineer shall be final and binding upon all parties.

1.3 Access to Facilities for Inspection

- A. The Contractor shall at all times maintain proper facilities and provide safe access to all parts of the work, to the shops wherein the work is in preparation and to all warehouses and storage yards wherein equipment and material are stored for purposes of inspection by the Engineer. Should work be covered up before approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01100
SAMPLING AND TESTING

PART 1: GENERAL

1.1 Samples and Tests

- A. At the option of the Engineer the source of supply of each of the materials shall be approved by him before the delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as required by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organization, and such special methods and tests as are specified in these Specifications and the project Plans.

1.2 Sampling

- A. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of the material. All samples, and all test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Engineer in the presence and with the assistance of the Contractor.

1.3 Testing

- A. Except for specified mill and manufacturing tests, all routine tests of materials shall be at the expense of the City and shall be performed in a laboratory designated by the City. In the event the Contractor protests a failing test of material in-place or to be used, he shall take additional samples as herein specified or as directed and have additional tests run at his own expense. In the event the original test proves to have been in error, the Contractor will be reimbursed for his direct costs of sampling and testing.

1.4 Test Standards

- A. All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of national recognized technical organizations.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials where applicable.

Wherever any standard published specifications are referred to, the latest edition or revision shall be used.

1.5 Contractor

- A. It is the responsibility of the Contractor to ensure that all testing and sampling requirements are met and are in conformance with the project Plans and these Specifications. If the requirements are not met, and are not in conformance with the project Plans and Specifications, it is the responsibility of the Contractor to complete all rework resulting from nonconformance at the Contractor's expense.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Sampling and Testing

- A. Payment for tests furnished by the Contractor will be included in the Contract items to which the work relates, and no additional compensation shall be made therefor.

END

Section 01110
TEMPORARY FACILITIES

PART 1: GENERAL

1.1 Temporary Facilities

- A. The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01150
ACCIDENT PREVENTION

PART 1: GENERAL

1.1 Scope

- A. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and of building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated.

1.2 Materials

- A. First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.
- B. Hard hats and vests shall be worn at all times on the job site.

1.3 Administration

- A. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention. A copy of said reports shall be sent to the City for record.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

SECTION 01155 MAINTAINING TRAFFIC

PART 1: GENERAL

1.1 General

- A. This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the contractor's operations.

1.2 Related Sections

- A. Sections 01010 "Summary of Work", 01020 "Work by Others", 01170 "Quality Control", 01080 "Authority and Duties of Inspector", 01110 "Temporary Facilities", 01150 "Accident Prevention", and 02221 "Underground Pipe Construction".
- B. Refer to Appendix A, "Transportation Management Plan", for further information.

1.3 Submittals

- A. In accordance with Section 01300 "Submittals".

1.4 Contractor's Responsibility:

- A. Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04 "Public Safety" and 12 "Temporary Traffic Control," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.
- B. Contract shall prepare a pedestrian and traffic control plan(s) that will be submitted and approved by the City and Caltrans. Review by the City and Caltrans will take a minimum of 7 working days for each submittal.

PART 2: MATERIALS

2.1 Materials

- A. Temporary Traffic Delineation (Section 01170), Construction Area Signs (Section 01180), and other materials as needed to direct and protect traffic.

PART 3: EXECUTION

3.1 Notification Requirements

- A. The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to

handling traffic through the limits of the project and shall make his own arrangements relative to keeping the work area clear of parked vehicles. The Contractor may move parked vehicles only in accordance with Section 22654(c)(d) of the State of California Vehicle Code. Signs required by said Section of the Vehicle Code shall be furnished, placed and maintained by the Contractor.

3.1 Access

- A. Public traffic and pedestrians shall not be allowed to travel on earthwork or native soil when no lane closure is permitted. The Contractor shall conduct construction operations so that vehicle and pedestrian traffic have reasonable access to all businesses at all times. During each stage of construction, graded and compacted Class 2 aggregate base shall be provided for access to driveways and businesses during non-working hours.
- B. The Contractor shall notify the Engineer, in writing, of those business establishments that would be impacted at least 7 days prior to the actual construction activity that would cause the impact.

3.2 Modification to Section 7-1.03 of the Standard Specifications

- A. The eighth and tenth paragraphs of Section 7-1.03, "Public Convenience," of the Standard Specifications, shall be amended to read as follows:
 - 1. Except during periods of road closure, when allowed by the Special Provisions, a minimum of one traffic lane, not less than twelve feet in width, shall be open for use by public traffic. Public traffic may be permitted to use the shoulders and, if half-width construction methods are used, may also be permitted to use the side of the roadbed opposite to the one under construction. No additional compensation will be allowed for any shaping of shoulders or reshaping of subgrade necessary for the accommodation of public traffic thereon during subgrade preparation and paving operations.
 - 2. In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall, at his own expense, furnish, install and maintain construction area signs, lights, flares, temporary railing (Type K), barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. When deemed necessary by the City, C18 "Road Construction Ahead" and C13 "End Construction" signs shall be furnished, installed and maintained by the Contractor at locations as directed by the Engineer at least 48 hours in advance of any construction.

3. The Contractor shall, at his expense, furnish and place portable delineators and C31 “Low Shoulder” signs off of and adjacent to new surfacing which is opened to public traffic under either of the following conditions:
 - a. Where the edge of the new surfacing is adjacent at existing unpaved shoulders, or
 - b. Where the new surfacing produces a drop-off of 0.15’ or more at the edge of traveled way adjacent to existing paved shoulders.

A low shoulder condition can only exist for a maximum of 15 working days.

4. The portable delineators and C31 signs shall be maintained in place at each location until the drop-off is eliminated at that location. Portable delineators and signs shall conform to the requirements in Section 12, “Temporary Traffic Control,” of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.
5. Whenever traffic lanes are to be closed to public traffic, the Contractor shall close lanes as shown in the current Manual of Traffic Controls.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Maintaining traffic shall be included in the per lump sum price paid for “***Prepare and Maintain Pedestrian and Traffic Control Plan***” and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in the maintaining traffic control contract items as listed above, as shown on the Plans, as specified in these Technical specifications and as directed by the Engineer.

END

Section 01160
CONSTRUCTION FACILITIES

PART 1: GENERAL

1.1 Construction Facilities

- A. All construction hoists, cranes, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and/or move the loads to which they will be subjected. All railings, enclosures, safety devices, traffic and other controls required by law or for adequate protection of life and property shall be provided.

1.2 Staging and Shoring

- A. All temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. If requested by the Engineer, the Contractor shall provide him with design calculations, prepared by a Registered Civil Engineer, for staging and/or shoring before construction loads are imposed on it.

1.3 Temporary Enclosures

- A. At any time that sandblasting, spray painting, or other activities are in progress and inconveniencing or endangering property or the health of employees or the public, the area of activity shall be enclosed adequately to contain the dust, over spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate the Contractor shall provide temporary enclosures acceptable to the Engineer.

1.4 Warning Devices and Barricades

- A. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of the Occupational Safety and Health Administration.

1.5 Hazards in Protected Areas

- A. Excavations on project sites from which the public is excluded shall be marked or guarded in a manner appropriate for the hazard.

1.6 Protection of Existing Items

- A. The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices

commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.

1.7 Project Security

- A. The Contractor shall make adequate provision, subject to the approval of the Engineer, to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

1.8 Fire Extinguisher

- A. At least one (1) fire extinguisher, rated at least 2A, shall be provided in or readily accessible to each temporary office or storage structure on the jobsite.

1.9 Special Controls

- A. The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.

1.10 Noise Control

- A. It is the Contractor's responsibility to meet all ordinances regarding noise and noise control.
- B. Maximum acceptable noise level, in dB, 50 feet from site shall be 86 from the job site activities from 9 p.m. to 6 a.m. Upon the request of the City, the Contractor shall make available a decibel meter and a qualified operator to measure and verify the specified noise tolerances.

1.11 Drainage

- A. The Contractor shall comply with all requirements for construction site drainage control as specified by NPDES permitting regulations. The Contractor shall be responsible for securing any required permits for drainage, furnishing, installing and maintaining any required Best Management Practices (BMPs) mitigation measures, with no additional compensation for same.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 01170
TEMPORARY TRAFFIC DELINEATION

PART 1: GENERAL

1.1 General

- A. The purpose of temporary traffic delineation is to provide temporary pavement markings to channelize traffic during construction and/or prior to placement of permanent striping and marking.

1.2 Submittals

- A. Section 01300 "Submittals".

PART 2: MATERIALS

2.1 Temporary Delineation

- A. Temporary delineation consists of reflective traffic tape applied in pieces not less than 6 inches long nor less than 4 inches wide, spaced no more than 20 feet apart on tangents and no more than 10 feet apart on curves.

PART 3: EXECUTION

3.1 Application

- A. Immediately after construction or when directed by the Engineer, replace all obliterated pavement delineation with temporary delineation during the same work period, and in no case later than 6:00 a.m. following such work period. Apply reflective traffic line tape in accordance with the manufacturer's instructions. Temporary delineation must be the same color as the permanent delineation.

3.2 Removal

- A. Remove temporary delineation applied to asphalt concrete patches immediately prior to applying asphaltic emulsion tackcoat for asphalt concrete pavement.

3.3 Changes in Delineation

- A. A striping plan will be made available to the Contractor or a field directive will be issued when traffic delineation is to be modified by the Owner.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Temporary traffic delineation shall be included in the per lump sum price paid for "*Prepare and Maintain Pedestrian and Traffic Control Plan*" and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in temporary traffic delineation contract items as listed above, as shown on the Plans, as specified in these Technical specifications and as directed by the Engineer.

END

Section 01180

CONSTRUCTION AREA SIGNS

PART 1: GENERAL

1.1 General

- A. This section sets forth requirements concerning flagging, traffic handling equipment and devices.

1.2 Construction Area Signs

- A. Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, “Construction Area Traffic Control Devices,” of the Standard Specifications and these special provisions.

1.3 Contractor’s Responsibility

- A. Attention is directed to the Manual of Traffic Contracts published by Caltrans. Nothing in this section is to be construed as to reduce the minimum standard of the Standard Specifications.

1.4 Related Sections

- A. Sections 01010 “Summary of Work”, 01110 “Temporary Facilities”, 01150 “Accident Prevention”, 01155 “Maintaining Traffic”, and 01170 “Temporary Traffic Delineation”.
- B. Refer to Appendix A, “Transportation Management Plan”, for further information.

1.5 Submittals

- A. In accordance with Section 01300 “Submittals”.

PART 2: MATERIALS

2.1 Equipment

- A. The contractor shall furnish reflectors, adhesive, signs, temporary “K” railing and other hardware and equipment as required by the Standard Specifications and State of California Manual of Traffic Controls.

2.2 Signs

- A. Type IV reflective sheeting for sign panel for portable construction area signs shall conform to the requirements specified under “Prequalified and Tested Signing and Delineation Materials” elsewhere in these special provisions.

- B. Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under “Prequalified and Tested Signing and Delineation Materials” elsewhere in these special provisions.

PART 3: EXECUTION

3.1 Modifications to the Standard Specifications

- A. The first paragraph in Section 12-1.03, “Flagging Costs,” of the Standard Specifications is amended to read:

“The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in Section 7-1.08, “Personal Liability” and Section 7-1.04, “Public Safety,” will be borne by the Contractor. The costs of placing and moving flagging signs and the cost of providing stands or towers for use of flaggers shall be considered as part of the cost of furnishing flaggers.”

- B. The second sentence in the fourteenth paragraph of Section 12-3.08, “Temporary Railing (Type K)” of the Standard Specifications is amended to read:

“Reflectors and adhesive shall be furnished by Contractor.”

3.2 Excavations

- A. All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined that there are no utility facilities in the area of the proposed post holes.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Construction Area Signs shall be included in the per lump sum price paid for “***Prepare and Maintain Pedestrian and Traffic Control Plan(s)***” and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in temporary traffic delineation contract items as listed above, as shown on the Plans, as specified in these Technical specifications and as directed by the Engineer.

END

Section 01190
STORM WATER POLLUTION CONTROL

PART 1: GENERAL

1.1 Description of Work

- A. For Storm Water Pollution Control the Contractor shall conform to the provisions in Section 13, "Water Pollution Control", of the Standard Specification, the Project Plans and these Technical Specifications for the following items work:
1. Storm Water Pollution Control Program
 2. Job Site Management
 3. Additional Water Pollution Control
 4. Temporary Drain Inlet Protection
 5. Street Sweeping
 6. Temporary Concrete Washout
 7. Drain Inlet Markers
 8. Temporary Check Dam for Run-on Control

1.2 Storm Water Pollution Control Program

- A. Contractor shall prepare a Storm Water Pollution Control Program that conforms to the Section 13 of the Standard Specification.
- B. Within 10 days after the contract is approved, the Contractor shall submit 2 copies of the WPCP to the Engineer review. The Contractor shall allow 10 working days for the Engineer's review. If corrects are required, the Engineer will notify the Contractor. The Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will approve the WPCP once the all comments are addressed. Once the WPCP is approved the Contractor shall supply the Engineer with an electronic copy and 4 printed copies of the WPCP. The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the Engineer. The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.
- C. If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the WPCP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the Engineer for review within a time agreed to by the Engineer not to exceed the number of days specified for the initial submittal of the WPCP. The Engineer will review the amendment within the same time allotted for the review of the initial submittal of the WPCP.
- D. If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the storm water pollution control work specified in these special

provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the WPCP. Additional water pollution control work will be paid for under bid item “Furnish and Install Additional Water Pollution Control”.

- E. The Contractor shall keep a copy of the approved WPCP at the job site.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Storm Water Pollution Prevention Plan (SWPPP) shall be included in the per lump sum price paid for “***SWPPP Development and Maintenance***” and no additional compensation will be allowed therefor.
- B. Construction Site Management shall be included in the per lump sum price paid for “***Earthwork, Grading and Compaction***” and no additional compensation will be allowed therefor.
- C. Additional Water Pollution Control shall be included in the per lump sum price paid for “***SWPPP Development and Maintenance***” and no additional compensation will be allowed therefor.
- D. Temporary Drainage Inlet Protection shall be included in the per each price paid for “***SWPPP Development and Maintenance***” and no additional compensation will be allowed therefor.
- E. Street Sweeping shall be included in the per lump sum price paid for “***SWPPP Development and Maintenance***” and no additional compensation will be allowed therefor.
- F. Temporary Concrete Washout shall be included in the per each price paid for “***SWPPP Development and Maintenance***” and no additional compensation will be allowed therefor.
- G. Drain Inlet Markers shall be included in the per each price paid for “***SWPPP Development and Maintenance***” and no additional compensation will be allowed therefor.

- H. Temporary Check Dam for Run-on Control shall be included in the per each price paid for “**SWPPP Development and Maintenance**” and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in storm water pollution control contract items as listed above, as shown on the Plans, as specified in these Technical specifications and as directed by the Engineer.
- B. During each estimate period the Contractor fails to conform to the provisions in this section, “Storm Water Pollution Control,” or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these specifications, as items of work, the City will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The City will return performance-failure withholds in the progress payment following the correction of noncompliance.

END

Section 01300 SUBMITTALS

PART 1: GENERAL

1.1 Record Drawings

- A. The Contractor shall maintain a neatly marked set of record drawings showing the final locations and layout of all mechanical, electrical and instrumentation equipment, piping and conduit, structures, water mains, services, meters and other facilities. Drawings shall be kept current with all field instructions; mechanical, electrical and instrumentation equipment accommodations; and construction adjustment. Drawings shall be subject to the inspection of the Engineer at all times. Prior to acceptance of the work, the Contractor shall deliver to the Engineer two (2) sets of neatly marked record drawings showing the information required above. One (1) set shall be reproducible.

1.2 Shop Drawings, Schedules and Samples

- A. Test reports, and information in sufficient detail to show complete compliance with all specified requirements shall be furnished to the Engineer covering but not limited to the items under Materials and Equipment List.

The Contractor, at his own expense, shall make such changes in the required drawings as may be necessary to conform to the Contract Documents. After completion of such checking, verification, and revising, the Contractor shall stamp and sign the drawings indicating his approval and submit the shop drawings and pertinent data to the Engineer for review. Prior to the Engineer's review of such drawings, any work which the Contractor may do on the fabrications covered by the same shall be at his own risk, as the City will not be responsible for any expense or delays incurred by the Contractor for changes to make the same conform to the Contract Documents.

1.3 Materials and Equipment List

- | | |
|---|------------------------|
| • Concrete Mixes | • Irrigation Materials |
| • Asphalt Concrete Mixes | • Electrical Materials |
| • Aggregate Base Mixes | • Truncated Domes |
| • Storm Drain Inlets, Manholes and Piping | • Traffic Paint |
| • Underground Pipe Materials | • Street Signs |
| | • Traffic Control Plan |

1.4 Procedure

Data shall be submitted to the Engineer in such number of copies as will allow him to retain two (2) copies of each submittal. The submittal shall clearly indicate the specific area of the Contract Documents for which the submittal is made. The additional copies

received by him will be returned to the Contractor's representative. The Engineer's notations of the action which he has taken will be noted on the returned copies.

All drawing submittals shall be delivered to the Engineer allowing for not less than twenty-one (21) calendar days prior to the intended need of the Engineer's response. The Engineer will respond to the Contractor's drawing submittal by returning one (1) copy of the drawings marked with one of the following notations:

- A. No Exceptions Taken
- B. Note Markings and/or Comments and Confirm
- C. Revise and Resubmit
- D. Rejected

Returned copies of drawings marked with either notation "A" or "B", will be considered authorization for the Contractor to proceed with the operations covered by such returned copies, provided, that such operations shall be subject to the comments, if any, shown on such returned copies. Such markings and/or comments shall be confirmed in the field by the Inspector.

Returned copies of drawings marked with notation "C" shall be corrected as necessary and required, and one (1) transparent positive and two (2) prints of such corrected drawings shall be submitted in the same manner as before. Returned copies of drawings marked with notation "C" shall be resubmitted by the Contractor as soon as possible after date of transmittal by the Engineer of such copies of such drawings. Time is of the essence in this regard in order to expedite final approval by the Engineer of the shop drawings. The Contractor is advised that no Contract time extensions shall be allowed where the delay is caused as a result of shop drawing resubmitted.

Returned copies of drawings marked with notation "C" shall be resubmitted by the Contractor not later than seven (7) calendar days after date of transmittal by the Engineer of such copies of such drawings.

If, after reviewing a submittal for an item, the Engineer finds that such submittal is unacceptable, the Contractor shall make the necessary corrections and shall resubmit the package for such item. The Engineer will review the first resubmittal for an item without charge to the Contractor. However, if the Engineer finds the submittal unacceptable, the Contractor shall bear costs of all subsequent reviews by the Engineer. Such costs will be deducted by the Engineer from any monies due the Contractor.

Returned copies of drawings marked with notation "D" shall be taken out in its entirety.

The above drawings, lists, prints, samples, and other data shall become a part of the Contract Documents and a copy of the same shall be kept with the jobsite Contract Documents, and the fabrications furnished shall be in conformance with the same. However, the Engineer's review of the above drawings, lists, prints, specifications,

samples, or other data shall in no way release the Contractor from his responsibility for the proper fulfillment of the requirements of this Contract nor fulfilling the purpose of the installation nor from his liability to replace the same, should it prove defective or fail to meet the specified requirements.

1.5 Material and Equipment Schedules

- A. Drawings of minor or incidental fabricated materials and equipment may not be required by the Engineer. The Contractor shall furnish the Engineer tabulated lists of such fabrications and equipment, showing the names of the manufacturers and catalog numbers, together with samples or general data as may be required to permit determination as to their acceptability for incorporation in the work.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

4.1 Submittals

- A. Payment will be included in the Contract items to which this work relates and no additional compensation will be allowed therefor.

END

Section 01800
PROJECT CLOSEOUT

PART 1: GENERAL

1.1 Scope

- A. It is the intent of these Specifications and Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

3.1 Cleanup

- A. Throughout the period of construction, the Contractor shall keep the work site free and clean of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the work, all unused materials, surplus earth and debris, excepting select material which may be required for refilling or grading. Upon completion of the work and prior to final acceptance of the project the Contractor shall remove from the vicinity of the completed work all debris, surplus material, and equipment belonging to him or used under his direction during construction.

3.2 Waste Disposal

- A. The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from the City prior to disposing of any surplus materials, waste products, and debris on private property, and shall also obtain the approval of the Engineer prior to such disposal.
- B. The Engineer will not approve the filling of ditches, washes, and drainage ways which may create water control problems.
- C. The Engineer will not approve disposal operations which will create unsightly or unsanitary nuisances.
- D. The Contractor shall maintain the disposal site in good appearance and in safe condition during the construction period.

- E. Prior to final acceptance of the project the Contractor shall level and clean the disposal site.

3.3 Project Record Documents

- A. The Contractor shall maintain at the site, available to the City and Engineer, one (1) copy of all Plans, Specifications, Addenda, Approved Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. These shall be delivered to the Engineer for the City upon completion of the project.

3.4 Touch-Up and Repair

- A. The Contractor shall touch-up or repair all finished surfaces on structures, equipment, fixtures, or whatever, that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional compensation shall be made therefor.

END

Section 02065
SAWCUT

PART 1: GENERAL

1.1 Related Documents

- A. Plans and General Provisions of Contract, including General and Special Provisions and Technical Specification sections, apply to work of this section.

1.2 Description of Work

- A. Prior to excavation the Contractor shall sawcut all joint locations in order to provide a clean neat edge for pavement and concrete construction. Sawcut joints shall strictly conform to the alignments, widths and depths indicated in the construction Plans. If edges are damaged during excavation, Contractor shall provide additional cut as directed by the Engineer, in order to provide a clean neat edge for asphalt tie-in.

1.3 Quality Assurance

- A. Referenced Standards: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards.

Caltrans State of California, Department of Transportation Standard Specifications dated 2015.

Note: Provisions regarding measurement and payment do not apply to this work.

1.4 Codes and Standards

- A. Environmental Compliance: Comply with applicable portions of local and State Environmental agency regulations pertaining to sawcut operations and material disposal. Including Regional Water Quality Control Board (RWQCB) and San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements.
- B. The noise created by the combined operation shall not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

3.1 General

- A. The equipment used shall be capable of precisely following the sawcut alignments, widths and depths indicated on the Plans and details.
- B. Sawcuts for all joints including longitudinal joints will be required unless engineer approves an alternative.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Sawcutting shall be included in the lump sum price paid for "*Clearing, Grubbing and Demolition*" and no additional compensation will be allowed therefor.

4.2 Payment

- A. The Contract lump sum price paid for Sawcutting shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in sawcut operations, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02110
SITE CLEARING

PART 1: GENERAL

1.1 Related Documents

- A. Plans and General Provisions of Contract, including Technical Specification Sections apply to this section.

1.2 Description of Work

- A. General: This work includes clearing, grubbing, removing, and disposing of all vegetation, concrete, pavement, debris and obstructions within the construction limits or right-of-way except such objects as are designated to remain, or are to be otherwise removed in accordance with the Plans or other sections of these Specifications. This work also includes the preservation from injury or defacement of all vegetation and objects designated to remain and items that are to be removed and salvaged. All items that are noted to be removed and salvaged shall be delivered to the City of Dinuba's Corporation Yard.

1.3 Project Conditions

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, and other adjacent occupied or used facilities. Do not close or obstruct streets, or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and on project site.
 - 2. Restore damaged improvements to their original condition, as acceptable to the Engineer.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged, and store on City premises as directed.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

3.1 Site Clearing

- A. General: Perform all clearing before other construction work in the same general area is started. This consists of clearing and removal from the site all trees, brush, undergrowth, heavy growth of grass or weeds, fences, structures, debris and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for fill material.

Preserve and protect from injury all trees not required to be removed; prune and paint all trees damaged by clearing operation in a satisfactory manner as approved by the Engineer. Reasonable care shall be taken during construction to avoid damage to vegetation. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

- B. Grubbing: Grub and remove from the site all stumps, roots, matted roots, buried logs, brush, grass, foundations, and other unsatisfactory materials.
 - 1. Completely remove stumps, roots, and other debris protruding through ground surface.
 - 2. Use only hand methods for grubbing inside drip line of trees indicated to remain.
 - 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

3.2 Removal of Spoil Materials

- A. Removal and Disposal of Materials: All materials removed shall be disposed of outside of the right-of-way at the Contractor's expense. The Contractor shall use the City's contracted hauler for disposal of all demolished materials. The construction site and adjacent areas shall be left with a neat and finished appearance.
- B. Bituminous Pavement: Bituminous pavement shall be removed to clean straight lines. Sawcutting of edges to be joined is required as shown on the Plans, with no additional compensation provided. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing.

3.3 Protection of Existing Improvements

- A. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place. Protect improvements on adjoining properties as well as those on the project site. At least 48 hours prior to the commencement of work affecting said improvements or easements, the Contractor shall notify the Engineer thereof of his work plan and schedule in writing. Restore any

improvements to their original condition, as acceptable to the Engineer or other parties or authorities having jurisdiction.

- B. All logs and other wood removed in the course of clearing shall be removed from the job site.

Fences: Remove fences as required for completion of the work within the designated limits. Provide temporary fencing where necessary. Construct new fencing as soon as possible.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement:

- A. Site Clearing shall be included in the lump sum price paid for "*Clearing, Grubbing and Demolition*" and no additional compensation will be allowed therefor.

4.2 Payment

- A. The Contract lump sum price paid for Site Clearing shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Site Clearing as listed above, as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02120
HANDLING OF POTENTIALLY CONTAMINATED SOIL

PART 1: GENERAL

1.1 Summary

- A. This section includes specifications for handling transporting, and disposing petroleum-impacted soil. Soil and groundwater within the project limits are contaminated with petroleum hydrocarbons (TPH). As a result, monitoring wells have been installed and will be encountered within the project footprint (as shown on the plans).

Sites immediately adjacent to the construction roadway footprint have elevated TPH concentrations. You are responsible for addressing potential exposure to workers and the public during excavation activities from petroleum hydrocarbons in the Health and Safety Plan (HSP).

1.2 Definitions

- A. Petroleum-impacted soil: soil having concentrations of petroleum hydrocarbons, and constituents including benzene, toluene, ethylbenzene, total xylenes (BTEX), and other fuel related volatile organic compounds above the maximum soil screening level for soils less than 20 feet above groundwater.

1.3 Submittals

- A. Health and Safety Plan

Prepare and submit a detailed Health and Safety Plan, signed by a CIH, for site personnel that identifies potential health and safety hazards associated with work involving petroleum impacted soil and specifies work practices that will be used to protect workers from those hazards in conformance with 22 CA Code of Regs and 8 CA Code of Regs. The Health and Safety Plan must:

1. Identify key site safety personnel
2. Describe risks associated with the work,
3. Specify training requirements,
4. Specify appropriate personal protective equipment,
5. Specify site-specific medical surveillance requirements,
6. Specify air monitoring requirements,
7. Define appropriate site work zones and
8. Specify decontamination requirements.
9. A condensed "Work Plan" identifying:
 - 9.1 Steps taken to lessen impacts to monitoring wells and steps taken to avoid any monitoring wells immediately adjacent to project area,

- 9.2 Methods to be employed to secure access to wells,
- 9.3 Description of applicable contacts (regulatory agencies, well owners),

Submit the Health and Safety Plan at least 15 business days prior to beginning work for review and acceptance by the Engineer. The Engineer has 7 business days to review and accept the HSP. If revisions are required, as determined by the Engineer, you must revise and resubmit the HSP within 10 business days of receipt of the Engineer's comments. The Engineer will have 5 business days to review the revisions.

B. Safety Training Certification

Provide a certification of completion of the Safety Training Program to personnel and submit copies.

C. Excavation, Sampling, and Transportation Plan

Submit an Excavation, Sampling, and Transportation Plan for the excavation, stockpiling, storage, sampling, transportation and disposal of petroleum-impacted soil. Submit the plan at least 15 working days prior to beginning excavation work for review and acceptance by the Engineer.

The plan must comply with Cal/OSHA regulations. The sampling and analysis portion of the Excavation, Sampling, and Transportation Plan must meet the requirements for the design and development of the sampling plan, statistical analysis, and reporting of test results contained in US EPA, SW 846, "Test Methods for Evaluating Solid Waste," Volume II: Field Manual Physical/Chemical, Chapter Nine, Section 9.1. The sampling and analysis portion must be sealed and signed by an individual with waste characterization experience and who is either registered as a civil engineer in the State or as a professional geologist in the State. The Excavation, Sampling, and Transportation Plan must include the following elements:

1. Excavation schedule by location and date
2. Temporary locations of stockpiled material and stockpile management
3. Storage containers
4. Sampling and analysis plan for excavated petroleum-impacted soil. Include the following:
 - 4.1. Sample location and number of samples
 - 4.2. Name and address of the CDPH Environmental Laboratory Accreditation Program (ELAP) certified laboratory that will analyze the samples
 - 4.3. Analytical tests to be run including:
 - 4.3.1 Volatile Organic Compounds by US EPA collection method 5035 and US EPA analytical Method 8260
 - 4.3.2 Total Petroleum Hydrocarbons – Gasoline by Modified US EPA 8015B

4.3.3 Total Petroleum Hydrocarbons – Diesel by Modified US EPA 8015B

4.3.4 Total Petroleum Hydrocarbons – Oil by Modified US EPA 8015B

5. Dust control measures
6. Transportation equipment and routes
7. Method for preventing spills and tracking material onto public roads
8. Truck waiting and staging areas
9. Site for disposal of petroleum-impacted soil
10. Example of bill of lading to be carried by trucks transporting petroleum-impacted soil. The bill of lading must include:
 - 10.1. US Department of Transportation (US DOT) description including shipping name
 - 10.2. Hazard class
 - 10.3. Identification number
 - 10.4. Handling codes
 - 10.5. Quantity of material
 - 10.6. Volume of material
11. Spill Contingency Plan for petroleum-impacted soil

D. Laboratory Analytical Results

Submit analytical test results of the petroleum-impacted soil, including chain of custody documentation, for review and acceptance before removing the soil from the job site.

E. Disposal Documentation

Submit documentation of proper disposal from the receiving disposal facility within 5 business days of petroleum-impacted soil transport from the job site.

F. Petroleum Impacted Soil Management Report

Submit a Petroleum-Impacted Soil Management Report for approval within 21 days after the last of the petroleum-impacted soil has been transported off the job site. Amend the letter report as needed to address the Engineer's comments. Include:

1. Volume of petroleum-impacted soil disposed
2. Location the petroleum-impacted soil as excavated from
3. Sampling procedures,
4. Laboratory analytical results
5. Final disposition of the soil
6. Disposal documentation

The final letter report must be sealed and signed by an individual with waste

characterization experience and who is either registered as a civil engineer in the State or as a professional geologist in the State. Submit the final letter report to the Engineer within 14 days of receipt of the Engineer's comments on the draft letter report.

1.4 Quality Control and Assurance

A. Applicable Rules and Regulations

Excavation, collection, storage, handling, transportation, and disposal of contaminated soil must be in accordance with the laws, regulations, rules, and ordinances, as applicable, of the following agencies:

1. United States Department of Transportation (USDOT)
2. United States Environmental Protection Agency (USEPA)
3. California Department of Toxic Substances Control (DTSC), Clovis Office
4. California Department of Public Health
5. California Integrated Waste Management Board
6. Regional Water Quality Control Board (RWQCB), Region 5F
7. California Air Resources Board
8. San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD)
9. California Division of Occupational Safety and Health Administration (Cal-OSHA)
10. Tulare County and the City of Dinuba

B. Laws and regulations that govern work related to contaminated material, and to which reports, and plans must conform, include, but are not limited to:

1. Health and Safety Code, Division 20, Chapter 6.5 (California Hazardous Waste Control Act).
2. Title 22, CA Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste).
3. Title 8, CA Code of Regulations.

C. Laboratories used to perform analyses must be certified by the California Department of Public Health (CDPH) Environmental Laboratory Accreditation Program (ELAP) for all analyses to be performed.

D. Excavate, transport, and dispose of petroleum-impacted soil under Federal and State laws and regulations and county and municipal ordinances and regulations. Laws and regulations that govern this work include:

1. South Coast Air Quality Management District Rule 1166 Permit
2. Water Code, Division 7 (Porter-Cologne Water Quality Control Act)

3. 8 CA Code of Regulations

PART 2: MATERIALS

Not Used

PART 3: CONSTRUCTION

3.1 Construction

A. Health and Safety

Before starting any activity that presents the potential for petroleum-impacted soil exposure to employees including State employees, provide a safety training program to these employees, including subsequent training required until completion of work, that communicates potential health and safety hazards associated with work involving petroleum impacted soil and instructs personnel in procedures for doing the work safely. The level of training provided must be consistent with the person's job function and must conform to OSHA and CAL-OSHA regulations.

Supply training, personnel protective equipment, and medical surveillance required by the Health and Safety Plan to 1 State employee.

Continuously monitor the excavation site as it is excavated, using appropriate air monitoring devices consistent with the accepted Health and Safety Plan.

B. Excavation

Transfer petroleum-impacted soil directly from the excavation to a stockpile or a storage container approved for transport of contaminated material by the United States Department of Transportation. Prevent the flow of surface runoff from entering the petroleum-impacted soil excavation area.

C. Stockpiling

Stockpile petroleum-impacted soil under Standard Special Provision 14-11.02D.

D. Sampling and Analysis

Test the collected petroleum-impacted soil for any additional acceptance requirements requested by the disposal facility and for confirmation of waste characterization.

E. Transportation

Transport petroleum-impacted soil in storage containers or transporting vehicles approved for transport of contaminated material by the United States Department of Transportation. Before traveling on public roads, remove petroleum-impacted soil from surfaces outside the cargo areas of the transporting vehicles. If the petroleum-

impacted soil is not in storage containers, cover the cargo with tarpaulins or other cover, as outlined in the approved Excavation and Transportation Plan. Do not allow petroleum-impacted soil to be deposited on public roads. You are responsible for costs due to spillage of petroleum-impacted soil during transport.

F. Disposal

Dispose of petroleum-impacted soil at a CA Class II permitted disposal facility within 30 days of completion of excavation work.

Collect and dispose used non-reusable protective equipment at an appropriately permitted disposal facility.

PART 4: MEASUREMENT AND PAYMENT

4.1 Payment

- A. If analytical test results demonstrate that the petroleum-impacted soil does not require Class II disposal and the Engineer agrees, reuse the soil on the job site or dispose of it as surplus material.
- B. Work associated with disposal of petroleum-impacted soil determined to be a hazardous waste by test results and agreed to by the Engineer, is change order work.

END

Section 02200
EARTHWORK

PART 1: GENERAL

1.1. Related Documents

- A. Plans and General Provisions of Contract, including Technical Specification Sections, apply to this section.

1.2. Description of Work

- A. General

The work includes (but is not necessarily limited to) excavation for roadway, grade per the slopes indicated on Plans, filling, stockpiling, and compaction. Perform all excavation, stockpiling, and backfilling in such a manner as to eliminate all possibility of undermining or disturbing the foundations of existing facilities designated on the plans to be preserved.

- B. Work of this section includes the following:

- 1. Excavation, filling, and compaction, as shown on the Plans.

1.3. Definitions

- A. Excavation consists of removal of material encountered during construction. It also includes subsequent stockpile or disposal of material removed.
- B. Unauthorized excavation consists of removal of materials beyond indicated elevations or dimensions without specific direction of the Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at Contractor's expense.
 - 1. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

- B. Structure

Buildings, foundations, slabs, tanks, paving, curbs, or other man-made stationary features.

1.4. Testing and Inspection Services

- A. The City will employ and pay for a qualified independent geotechnical testing and inspection laboratory to perform soils testing and inspection service during earthwork operations. All retests will be performed at the Contractors expense.

1.5. Quality Assurance

- A. Referenced Standards: Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise shown or specified.

ASTM D1556	Standard Test Method for Density of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18 Inch Drop
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2487	Standard Test Method for Classification of Soils for Engineering Purposes
ASTM D2922	Standard Test Methods for Density of Soil and Soil-Aggregate In Place by Nuclear Methods (Shallow Depth)
ASTM D3017	Standard Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM E699	Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM.
Caltrans	Standard Specifications, State of California, Department of Transportation, 2015.

Note: Provisions regarding measurement and payment do not apply to this work.

- B. Soil Testing and Inspections: At the option of the Engineer, compaction tests of all fill areas and other compacted surface will be made by an independent testing laboratory. Rework any fill areas and other compacted surfaces which fail to meet the compaction requirements as herein specified and perform this work at no additional cost to the City. Testing of fill areas and other compacted surfaces will be provided by the Contractor and paid for by the Contractor.
- C. Independent Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to the Engineer's satisfaction, based on

evaluation of laboratory-submitted criteria conforming to ASTM E699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of the work.

- D. The testing laboratory will have on staff at least one registered Geotechnical Engineer. Technicians will have minimum of five years full-time experience in soils testing.

1.6. Site Conditions

- A. Site Information: The Contractor shall inspect the site and satisfy himself of any existing soil conditions. If the Contractor relies upon any non-factual information, such as opinions, interpretations of the facts, extrapolations, comments on the facts, or inferences drawn from the facts, he does so at his own risk. The City shall not be liable for any costs incurred as a result of the Contractor's election to rely upon such non-factual information.
- B. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
 - 1. Operate warning lights as recommended by authorities having jurisdiction.
 - 2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- C. Sheeting and Bracing: Make all excavations in accordance with the rules and regulations promulgated by the Department of Labor, Occupational Safety and Health Administration, "Safety and Health Regulations for Construction." Furnish, put in place, and maintain such sheeting, bracing, etc., as may be necessary to support the sides of the excavation and to prevent any movement of earth which could in any way diminish the width of the excavation to less than that necessary for proper construction, or could otherwise injure or delay the work, or endanger adjacent structures, roads, utilities, or other improvements. In the event that the rules and regulations of the federal government provide a lower level of safety than those of Cal OSHA, those of the State agency shall govern the work.

PART 2: PRODUCTS

2.1. Fill Material

- A. Fill Material: On-site native soils are suitable for use as compacted fill provided they are free of vegetation and other organic matter, debris and oversized material (greater than 3 inches).

PART 3: EXECUTION

3.1. Inspection

- A. General: Examine the areas and conditions under which excavating and backfilling is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2. Excavation

- A. General: Excavation consists of grading required to remove existing structures and utilities within the areas designated for clearing, grubbing and stripping shown on the plans. This includes removal of soil for replacement and recompaction as shown and described on the plans. Perform all excavation work in compliance with applicable requirements of authorities having jurisdiction.
- B. Excavation Classification: All excavation will be performed as unclassified excavation. This includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

3.3. Site Grading

- A. General: Uniformly grade areas within limits shown on the Plans including adjacent transition areas.
- B. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, above and below ground obstructions, and deleterious materials.
- D. Placement and Compaction: Place backfill materials in layers not more than 8 inches in loose depth. Before compaction, moisten or aerate each layer as necessary to provide a uniform moisture content. One percent above optimum moisture content at the time of compaction is preferable. Compact each layer to the required percentage of maximum density for each area classification. Do not place backfill or material on surfaces that are muddy, frozen, or contain frost or ice.
- E. Protection of Graded Areas: Protect newly graded areas from traffic and erosion, and keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- F. Dewatering: The Contractor is responsible for providing site drainage during construction at no additional cost to the City. Prevent surface water and subsurface or groundwater from flowing into excavated areas by using berms or drainage ditches.

Dispose of all water drained from the work in a suitable manner without undue interference with other work, damage to pavements, other surfaces or property.

- G. Material Storage: Stockpile excavated materials suitable for reuse where directed. Place, grade, and shape stockpiles for proper drainage. Locate and retain soil materials away from edge of excavations.

3.4 Excavation of Existing Structures and Utilities

- A. General: Remove all existing structures and utilities within the areas designated for demolition and removal unless otherwise indicated on the plans.
- B. Contractor shall either backfill resulting excavations deeper than 4 inches or grade slopes at 4:1 or flatter on all sides of the excavation as required by the Engineer.

3.5 Removal of Existing Pavement

- A. Completely remove existing pavement and aggregate base as required by Plans. Where existing pavement is designated to remain, sawcut where the limit line of clearing crosses.

3.6 Compaction

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Percentage of Maximum Density Requirements: After compaction, all fill will be tested in accordance with ASTM D1557 unless specified otherwise. Percentages of maximum density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material-in-place, shall not be less than described on the Plans.
- C. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, to obtain adequate bonding and density, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value, as determined by moisture-density relation tests.

3.7 Disposal of Surplus Material

- A. General: Upon approval of the Engineer, haul all surplus materials not needed or acceptable for reuse and legally dispose of it at no additional cost to the City.

3.8 Excavation Near Existing Utilities and Structures

- A. As the excavation approaches pipes, conduits, or other underground structures, not designated for demolition or specifically designated to preserve, discontinue digging by machinery and excavate by means of hand tools, as directed. Such manual excavation is incidental to normal excavation and is included in the work to be done under items involving normal excavation.

Where determination of the exact location of a pipe or other underground structure is necessary for doing the work properly, the Contractor shall be required to excavate test pits to determine such locations. Such test pits are incidental to other excavation, and the work is understood to be included as a part of the excavation.

- B. Existing Structures: Support and protect from damage all existing pipes, poles, wires, fences, guard rails, curbing, catch basins, manholes, property line markers, and other structures which do not require temporary or permanent relocation.

Restore or replace damaged items, without compensation, to the condition in which they were found immediately before the work under this project was begun.

- C. Property Markers: The Contractor shall replace property line monuments which are disturbed or removed. This work performed by a Registered Land Surveyor at Contractor expense.

3.9 Care and Restoration of Property

- A. General: Do not operate tractors, bulldozers or other power-operated equipment on paved surfaces if the treads or wheels of the equipment are so shaped as to cut or otherwise injure the surfaces.

Restore all surfaces, including planted areas which have been injured by the Contractor's operations, to a condition at least equal to that in which they were found immediately before the work was begun. Use suitable materials and methods for such restoration. Maintain all restored plantings by cutting, trimming, fertilizing, etc., until acceptance. Restore existing property or structures as promptly as practicable and do not leave until the end of construction period.

3.10 Protection of Streams and Storm Drain Systems

- A. General: Utilize Best Management Practices (BMP's) to prevent the silting of streams and storm drain systems. Provide at Contractor's expense temporary erosion and sediment control measures to prevent the silting of streams and existing storm drainage facilities in compliance with State NPDES Permitting Requirements for construction.

3.11 Air Pollution

- A. General: Comply with all pollution control rules, regulations, ordinances, and statutes which apply to any work performed under the Contract, including any air pollution control rules, regulations, ordinances and statutes, or any municipal regulations pertaining to air pollution.

During the progress of the work, maintain the area of activity, including sweeping and sprinkling of streets as necessary, so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use calcium chloride or more effective dust control, furnish and spread the material, as directed, and without additional compensation.

3.12 Bridging Trenches

- A. General: Provide suitable and safe bridges and other crossings where required for the accommodation of travel; provide access to private property during construction, and remove said structures thereafter.

Bridge or backfill trenches in any portion of the travel lanes of public or private roads, or drives, at the end of each day's operation to provide for safe travel. No additional compensation will be made for this work.

3.13 Erosion Control

- A. General: The Contractor is responsible for erosion control during the entire construction period. During the progress of work, maintain the erosion control facilities installed. Inspect these facilities for prevention of siltation outside the limits of work. If additional erosion control facilities are needed, the Contractor shall provide them at no additional cost to the City.

3.14 Earth Material Containing Lead

This section includes specifications for handling, removing, and disposing of earth material containing lead.

Submit a lead compliance plan.

Lead is present in earth material on the job site. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. Earth material on the job site:

1. Is not a hazardous waste
2. Does not require disposal at a permitted landfill or solid waste disposal facility

Lead is typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all excavated earth material on the right-of-way.

Handle earth material containing lead under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region 5f — Central Valley Region, Fresno Office
3. CA Department of Toxic Substances Control

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Roadway excavation shall be included in the per cubic foot price paid for "**Roadway Excavation**" and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in the Contract items listed above as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02221
UNDERGROUND PIPE CONSTRUCTION

PART 1: GENERAL

1.1 Description

- A. The work of this Section consists of cutting existing pavement, utility company coordination, removal and replacement of existing improvements, bypassing of existing flows, trench excavation, dewatering, installation of pipe, trench backfill and compaction, temporary trench resurfacing, traffic control, barricading, and line acceptance testing.

Excavation for pipe shall be open trench unless otherwise specified or shown on the plans. However, should the Contractor elect to tunnel or jack any portion not so specified, he shall first obtain approval of the Engineer. Payment for such work will be made as though specified methods of construction had been used.

Excavation shall include the removal of all water and materials of any nature which interfere with the construction work. Removal of groundwater to a level below the structure subgrade will be necessary only when required by the plans or specifications.

For the purpose of shoring or bracing, a trench is defined as an excavation in which the depth is greater than the width of the bottom of the excavation.

Excavations for appurtenant structures, such as but not limited to manholes, vaults, valve boxes and thrust blocks, shall, for the purpose of shoring and bracing, be deemed to be in the category of trench excavation.

PART 2: MATERIALS

2.1 General

- A. All backfill material shall be approved before use and be free of cinders, ashes, large hard clods, organic debris, or other deleterious items. Trench excavation materials shall be used whenever possible.

2.2 Materials for Backfilling

- A. Furnish required bedding, embedment and backfill materials as specified in the plans and these Specifications.

PART 3: EXECUTION

3.1 Trench Excavation

- A. Maximum Length of Open Trench: Except by permission of the Engineer, the maximum length of open trench where prefabricated pipe is used shall be 500 lineal feet or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater. The distance is the collective length at any location, including open excavation, pipe laying and appurtenant construction and backfill which has not been temporarily resurfaced.

Trenches across streets or located within street rights-of-way shall be completely backfilled as soon as possible after pipe laying.

- B. Maximum and Minimum Width of Trench: For pipe, the minimum and maximum width of trench shall be as indicated on the Plans.

If the maximum trench width is exceeded, the Contractor shall provide additional bedding, another type of bedding or a higher strength of pipe, as shown on the Plans or approved by the Engineer, at no additional cost to the City.

Excavations for manholes, valves, or other accessories shall be sufficient to leave at least 12 inches in the clear between their outer surfaces and the embankment or timber which may be used to hold the banks and protect them. Backfill with earth under manholes, vaults, or valves will not be permitted. Any unauthorized excess excavation below the evaluation indicated for foundation of any structures shall be filled with coarse sand, fine gravel, or concrete, as directed by the Engineer, at the expense of the Contractor. Backfilling of manhole excavation shall conform to the backfilling required for trenches.

3.2 Access to Trenches

- A. Safe and suitable ladders which project two (2) feet above the top of the trench shall be provided for all trenches over four (4) feet in depth. One (1) ladder shall be provided for each fifty (50) lineal feet of open trench, or fraction thereof, and be so located that workers in the trench need not move more than twenty five (25) feet a ladder.
- B. Cost to provide trench access shall be included in the contract price for pipe installation, with no additional compensation provided.

3.3 Removal of Surface Improvements

- A. Bituminous pavement, concrete pavement, curbs, curbs and gutters, sidewalks, or driveways removed in connection with construction shall be removed in accordance with Section 02110, "Site Clearing", of the Technical Specifications.

3.4 Embedment Material

- A. Embedment (also bedding) material shall be defined as that material supporting, surrounding, and extending to one (1) foot above the top of pipe. Embedment material shall conform to "Pipe Embedment Zone" material as shown on the Plans. Where it becomes necessary to remove boulders or other interfering objects as subgrade for bedding, any void below such subgrade shall be filled with the bedding material designated in the Specifications. Where concrete is specified to cover the pipe, the top of the concrete shall be considered as the top of the embedment.

If soft, spongy, unstable, or other similar material is encountered upon which the embedment material or pipe is to be placed, this unsuitable material shall be removed to a depth ordered by the Engineer and replaced with embedment material compacted to a minimum of ninety (90) percent relative compaction. Additional bedding and excavation so ordered, over the amount required by the Plans and Specifications shall be included in the prices bid for the items involved, with no additional compensation allowed.

Bedding material shall first be placed so that the pipe is supported for the full length of the barrel with full bearing on the bottom segment of the pipe equal to a minimum of 0.4 times the outside diameter of the barrel. If the pipe is to be laid in a rock cut, there shall be at least six (6) inches of bedding below the pipe. Then the remainder of the bedding shall be placed. Unless the sheeting or shoring is to be cut off and left in place, densification of bedding for pipe shall be accomplished after the sheeting or shoring has been removed from the embedment zone.

Except where otherwise specified, bedding material shall conform with Section 19 of the Standard Specifications and consist of sand, gravel, or crushed aggregate approved in writing by the Engineer.

Concrete used for bedding shall be one of the classes of concrete specified in the Plans or Specifications.

3.5 Pipe Laying

- A. General: Pipe shall be carefully inspected in the field before and after laying. If any cause for rejection is discovered in a pipe after it has been laid, it shall be subject to rejection and replacement. Any and all corrective work shall require approval in writing by the Engineer and shall be at no additional expense to the City.
- B. Pipe Laying: Pipe laying shall conform to the pipe installation specifications for the appropriate types of underground pipe construction to which this work relates and as included in these Technical Specifications.

3.6 Backfill Placement

- A. Limits: Backfill shall be considered as starting one (1) foot above the pipe or conduit, or at the top of concrete bedding over the pipe or conduit. All material below this point shall be considered as bedding.

Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, the voids remaining after the removal of the boulders shall be backfilled with suitable material and compacted to a minimum of ninety (90) percent relative compaction.

The removal of all boulders or other interfering objects and the backfilling of voids left by such removals shall be at the sole expense of the Contractor and no additional compensation shall be provided. The total cost of such work shall be included in the contract prices for the various items of work.

Voids left by the removal of sheeting, piles and similar sheeting supports shall be immediately filled with clean sand which shall be jetted into place to assure dense and complete filling of the voids.

- B. Proceeding: Except where the pipe must remain exposed for leakage tests and subject to the provisions herein, the Contractor shall proceed as soon as possible with backfilling operations. Care shall be exercised so that the conduit will not be damaged or displaced. If the pipe is supported by concrete bedding placed between the trench walls and the pipe, the remainder of any bedding material shall be placed to one (1) foot over the top of the conduit. The backfill above the concrete bedding shall not be placed nor sheeting pulled at least the minimum time after the placement provided by the optional classes of concrete designated in Section 90, "Concrete", of the Standard Specifications.

After the placing of backfill materials has been started, the Contractor shall proceed as soon as practicable with compaction.

- C. Rocks and Other Material in Backfill: Rocks greater than three (3) inches in any dimension will not be permitted in backfill placed between one (1) foot above the top of any pipe or box and within one (1) foot of pavement subgrade.

Where rocks are included in the backfill, they shall be mixed with suitable excavated fine materials so as to eliminate voids.

Subject to the provision herein specified, the material obtained from project excavations may be used as backfill provided that all organic material, rubbish, debris, and other objectionable materials are first removed. However, broken Portland cement concrete and bituminous type pavement obtained from the project excavations will not be permitted in the backfill subject to the same limitations as rocks.

3.7 Backfill in Streets

- A. Backfill shall be mechanically compacted and the backfill material in the upper twenty-four (24) inches, measured from the finished pavement surface (or finish grade where there is no pavement), shall be densified to a relative compaction of ninety-five percent (95%) by mechanical tampers or rollers or other mechanical means approved by the Engineers.

3.8 Imported Backfill

- A. General: If the Contractor elects to import material from a source outside the Project limits for use as backfill, said materials shall be clean soil, free from organic material, trash, debris, rubbish, broken Portland cement concrete, bituminous materials or other objectionable substances, as determined by the Engineers.
- B. Testing: Whenever the Contractor elects to use imported material for backfill, it shall deliver, not less than ten (10) days prior to intended use, a sample of the proposed material to the Engineer. The sample shall have a minimum dry weight of one hundred (100) pounds and shall be clearly identified as to source, including street address and community of origin. The Engineer will determine the suitability, the minimum relative compaction to be attained, and the placement method. All work by the Contractor shall be at no additional cost to the City.

Should the imported material, as determined by the Engineer, not be substantially the same as the approved sample(s), it shall not be used for backfill and shall be removed from the job site at the sole expense of the Contractor.

3.9 Transported Backfill

- A. The Contractor may, subject to written approval by the Engineer, transport or back-haul material to be used as backfill material from any portion or line of a project to any other portion or line of the same project, or from any project being constructed under one contract to any other project being constructed under that same contract. Such transported material shall be clean soil, free from organic material, trash, debris, rubbish, or other objectionable substances.

3.10 Compaction

- A. It shall be the sole responsibility of the Contractor to select the method utilized for trench compaction, but such method shall be subject to the approval of the Engineer to satisfy his opinion that such method will produce uniform and consistent results. The Engineer assumes no responsibility for the guarantee or adequacy of such method selected by the Contractor. The Contractor shall give to the Engineer two working days in advance when he desires the compaction tests to be taken, and samples will be taken at points selected by

the Engineer and/or public agency and tested by a recognized laboratory. The Contractor shall assist the testing laboratory as required to open up an area large enough to allow the person to make the appropriate test, and he shall backfill and compact the testing area upon completion of the test. No trench resurfacing will be permitted until the compaction tests are accepted by the Engineer, with the exception of temporary trench resurfacing.

3.11 Compaction Testing

- A. The City will pay for each original compaction test at each location specified by the Engineer. Any retests necessary before obtaining the required compaction shall be paid for by the Contractor.

The City will be responsible for obtaining the services of a qualified soils laboratory for performing all soils testing services required for this project. All scheduling of soils testing will be accomplished by the Engineer.

The acceptable compaction tests and methods will be:

1. In-Place Density - California Test Method 216 or California Test Method 231
2. Optimum Density - California Test Method 216 or ASTM 1557.

3.12 Pipeline Testing

- A. Pipeline testing shall conform to the Pipe Testing Specifications for the appropriate types of underground pipe construction to which this work relates and as included in these Technical Specifications.

3.13 Pavement Replacement

- A. Pavement replacement in connection with construction shall be replaced in accordance with Section 02513, "Hot Mix Asphalt", of the Technical Specifications.

3.14 Temporary Pavement

- A. The Contractor shall install temporary asphalt pavement immediately following backfilling and compaction of trenches at street crossings that have been cut through existing pavement. Except as otherwise provided, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is obtained and final pavement replacement is ordered by the Engineer. Temporary paving removed shall be hauled from the job site and disposed of at the Contractor's expense. No additional compensation will be provided.

When the trench cut is in aggregate surfaced areas, the replacement shall be of aggregate base course material compacted to ninety-five percent (95%) relative compaction.

1. **Materials**
 - a. **Aggregate Base:** Aggregate base shall conform to the requirements of Section 02513 of these Technical Specifications.
 - b. **Asphalt Concrete:** Asphalt concrete shall comply with the requirements of Section 02513 of these Technical Specifications.
 - c. **Temporary resurfacing** shall be a minimum of 2 inches of asphalt concrete over compacted native soil.
2. **Payment:** Temporary pavement shall be considered as included in the contract unit prices for the associated items of work, with no additional compensation allowed.

3.15 Public Safety and Access

- A. Substantial steel plates with adequate trench bracing shall be used to bridge across trenches at street crossings where trench backfill and temporary patch have not been completed during regular working hours. Safe and convenient passage for pedestrians shall be provided. The Engineer may designate a passage to be provided at any point he deems necessary. Access to fire stations and fire hydrants shall be maintained at all times.

All costs associated with compliance with this Subsection shall be included in the contract prices. No additional compensation will be provided.

3.16 Existing Improvements

- A. Utility companies' service laterals, water services and sewer servings are not shown on project plans. Contractor should allow for existing gas and water services for each lot shown. Utility companies will locate services and protect from injury by the Contractor and in the case of damage, they shall be restored by Contractor or by utility company personnel to the same type and quality of improvement without additional compensation.

Whenever underground conduit is constructed through, under, or across lawns, shrubbery, gardens, or fences, the Contractor shall remove such improvements before excavating, give them proper care and attention, and replace them in their original location upon completion of the backfill.

All curbs, walks, gutters, curb drains and any improvements broken during construction shall be reconstructed by the Contractor, using the same kind of material and same dimensions as the original work, at his expense unless otherwise provided in the Specifications. In addition, curb, gutter and walk shall be removed and replaced to a

smooth edge or to the next joint or scoring line beyond the actual damaged or broken sections. All work shall match as nearly as possible the appearance and quality of the original improvements.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Storm drain pipe shall be included in the per lineal foot price paid for "***Install 27-inch RCP Storm Drain Pipe***", "***Install 21-inch RCP Storm Drain Pipe***", and "***Install 15-inch Storm Drain Pipe***" and no additional compensation will be made therefor.
- B. Sanitary sewer pipe shall be included in the per lineal foot price paid for "***Furnish and Install 8" Sanitary Sewer Main (Stub)***" and "***Furnish and Install 18" Sanitary Sewer Main (DR21)***" and no additional compensation will be made therefor.
- C. Water mains shall be included in the per lineal foot price paid for "***Furnish and Install 6-inch Water Main (C900)***", "***Furnish and Install 8-inch Water Main (C900)***", and "***Furnish and Install 8-inch Water Main (Ductile Iron)***" and no additional compensation will be made therefor.
- D. Water services shall be included in the per each price paid for "***Install New 1" Water Service***" and "***Install 2" Water Service and Meter Box***" and no additional compensation will be made therefor.
- E. Fire hydrant installation shall be included in the per each price paid for "***Install New Fire Hydrant Assembly***" and no additional compensation will be made therefor.

4.2 Payment

- A. Full compensation for underground pipe construction will be considered as included in the prices paid for the Contract items listed above as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02222
SHEETING, SHORING AND BRACING

PART 1: GENERAL

1.1 General

- A. The manner of bracing excavation shall be as set forth in the rules, orders, and regulations of the Division of Industrial Safety of the State of California.

The Contractor shall have at the work site, copies of suitable extracts of: Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with these and all other applicable laws, ordinances, and regulations.

PART 2: MATERIALS

2.1 Materials Plan

- A. Before excavating any trench five (5) feet or more in depth, the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for the worker's protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards the plan shall be prepared by a Registered Civil Engineer. No excavation shall be commenced until the Engineer has accepted the plan, and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of said permit shall be submitted to the Engineer.

PART 3: EXECUTION

3.1 Bracing

- A. Should the bracing system utilize steel H-beams or piles or other similar vertical supports, driving of said vertical supports will not be permitted except for the last four (4) feet. The vertical supports shall be placed in holes drilled to a depth four (4) feet above the proposed bottom of pile except where this procedure is impracticable. The vertical support may then be driven to the required depth, not to exceed four (4) feet. During the drilling and driving operations the Contractor shall take care to avoid damage to utilities.

At locations where the drilling of such holes is impracticable because of the existence of rocks, running sand, or other similar conditions, and provided said impracticability is demonstrated to the satisfaction of the Engineer by actual drilling operations by the Contractor, the Engineer may, upon written request of the Contractor, approve the use of means of other than drilling for the purpose of placing the vertical supports. Such other

means, however, must be of a nature which will accomplish, as nearly as possible, the purpose of the drilling namely the prevention of damage to existing surface or subsurface improvements, BOTH PUBLIC AND PRIVATE.

3.2 Sheeting

- A. If sheeting is used to support the excavated trench the sheeting shall be removed by the Contractor, and no such sheeting will be permitted to remain in the trench. When field conditions, the type of sheeting, or methods of construction used by the Contractor are such as to make the removal of sheeting impracticable, the Engineer may permit portions of the sheeting to be cut off to a specified depth and remain in the trench.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Sheeting, Shoring and Bracing shall be included in the per lump sum price paid for "*Sheeting, Shoring and Bracing*" for all excavations five (5) feet in depth or deeper and no additional compensation will be made therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in sheeting, shoring and bracing excavations as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer

END

Section 02513
HOT MIX ASPHALT

PART 1: GENERAL

1.1 Related Documents

- A. Plans and General Provisions of the Contract, including Technical Specification Sections, apply to this section.

1.2 Description of Work

- A. General: The work includes the placement of a compacted subgrade, placement of aggregate base course upon a prepared subgrade, a bituminous tack coat and wearing surface of asphaltic concrete. This includes asphalt concrete paving of roads.
- B. The extent of hot mix asphalt (HMA) is indicated on the Plans and Section drawings, and by requirements of this Section.
- C. Refer to Section 02200 "Earthwork" for excavation and embankment required for hot mix asphalt concrete paving; not work of this section.

1.3 Quality Assurance

- A. Referenced Standards: Any requirement of these Specifications shall in no way invalidate the minimum requirements of the referenced standards.

Caltrans Standard Specifications, State of California Department of Transportation (Caltrans), 2015.

Note: Measurement and payment provisions are not applicable to this project.

- B. Qualifications Of Workers: Assign at least one person who is thoroughly trained and experienced in the skills required, who is completely familiar with the design and application of the work described for this Section, and who will be present at all times during progress of the work of this Section and direct all work performed under this Section.

For actual finishing of asphaltic concrete surfaces and operation of the required equipment, use only personnel thoroughly trained and experienced in the skills required.

1.4 Site Conditions

- A. Weather Limitations: Operations shall be suspended when in the opinion of the Engineer, satisfactory results cannot be achieved. In no such case shall the City be liable for additional costs.
- B. Dust Control: Use all means necessary to prevent the spread of dust during performance of the work of this Section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the job site.
- C. Protection: Use all means necessary to protect pavement materials before, during, and after installation, and to protect the installed work and materials of all other trades. Adjacent concrete walks, curbs, aprons, and similar improvements shall be covered as required.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary, to the approval of the Engineer, and at no additional cost to the City.

1.5 Product Delivery

- A. General: Transport asphalt concrete mixtures from the mixing plant to the project site in trucks having tight, clean compartments. Provide covers over asphalt cement mixture when delivering to protect the mixture from weather and to prevent loss of heat. During period of cool weather or for long-distance deliveries, provide insulation around entire truck bed surfaces.

1.6 Submittals

- A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide the asphalt concrete mix design for review and approval.

PART 2: PRODUCTS

2.1 Materials

- A. General: Use locally available materials and gradations which exhibit a satisfactory record of previous installations. All tests necessary to locate an acceptable source of suitable materials shall be provided by the Contractor. Test results by a commercial testing laboratory shall be furnished to the Engineer at least 20 days before the delivery of materials to the site.

- B. Aggregate Base Material: Use Class 2, 3/4-inch maximum gradation, as described in Section 26 of the Standard Specifications.
- C. Asphalt Concrete: Use 3/4-inch HMA Type A per Section 39, Standard Specifications.
 - 1. The aggregate used for HMA Type A shall comply with 3/4-inch HMA Types A and B gradation.
 - 2. Asphalt binder in the mix shall be PG 70-10, as described in Section 92, Standard Specifications.
- D. Asphaltic Emulsion: Use SS1 or SS1h, as described in Section 94 of the Standard Specifications, as a tack coat where required.

PART 3: EXECUTION

3.1 Inspection

- A. Examine the areas and conditions under which the bituminous paving will be installed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner. Verify that pavement may be installed in strict accordance with the original- design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.

3.2 General

- A. Subgrade: Preparation of the subgrade is covered in the applicable provisions of Section 02200 "Earthwork".
- B. Loose Material: Remove all loose material from the compacted subgrade surface immediately before placing aggregate base.
- C. Proof-roll: Proof-roll prepared subgrade surface in the presence of the testing lab personnel to check for unstable areas and the need for additional compaction. Notify the Engineer of unsatisfactory conditions. Do not begin paving work until such conditions have been corrected and are ready to receive paving.
- D. Thicknesses: Install thicknesses of base courses and surface courses as indicated on the Plans.

In-place compacted thicknesses will not be acceptable if exceeding the following allowable variation from thicknesses shown on the Plans:

Base Course: 0.05 foot plus or minus.

Surface Course: 0.02 foot plus or minus.

- E. Surface Smoothness: Test the finished surface of each asphalt concrete course for smoothness as specified in Section 39, Standard Specifications.
- F. Grade Control: Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations. The work sequence shall accommodate systematic density testing during normal working hours.
- G. Frame Adjustments: Bring frames for manholes, valves and other such units, within areas to be paved, to final grade as part of this work. Include existing frames or new frames furnished in other sections of these Specifications.

Adjust frames as required for paving. Provide temporary closures over openings until completion of rolling operations. Remove closures at completion of the work. Set cover frames to grade, flush with surface of adjacent pavement.

- H. Equipment: The method employed in performing the work and all equipment, plant, machinery and tools, used in handling the materials and performing any part of the work shall be subject to the approval of the Engineer before work is started, and when found unsatisfactory shall be changed and improved as required. All equipment, tools, machinery and plants used must be maintained in a satisfactory working condition.
- I. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.3 Aggregate Base Material

- A. Subgrade: Prior to the placement of aggregate base material, obtain approval of the subgrade from the Engineer. Aggregate Base shall not be laid on a soft or muddy subgrade.
- B. Construction: Aggregate base shall be deposited, spread, and compacted on the road bed as specified in Section 26, Standard Specifications. As stated therein, relative compaction shall not be less than 95 percent, and the maximum compacted thickness of any one layer shall not exceed 6 inches.

3.4 Prime Coat and Paint Binder (Tack Coat)

- A. Existing Surfaces: A paint binder (tack coat) of asphaltic emulsion shall be furnished and applied to all vertical surfaces of existing pavement, curbs, aprons, and construction joints in the surfacing against which additional material is to be placed, to existing pavement surfaces to be topped, and to other surfaces designated by the Engineer, as provided in

Sections 39 and 94, Caltrans Specifications. Furnish and apply a uniform tack coat between successive layers of asphaltic concrete.

3.5 Hot Mix Asphalt

- A. General: Layers of hot mix asphalt concrete shall be furnished, placed, spread, compacted, and finished as provided in Section 39, Standard Specifications, using the Standard construction process. The completed surface shall be thoroughly compacted, smooth, uniformly textured, and free of ruts, humps, depressions, and irregularities; it shall be true to grade and cross-section within specified tolerances.
- B. Pavement Joints: Carefully make joints between old and new pavement and between successive days work, in such a manner as to insure a continuous bond between old and new sections. Cut existing pavement edges to straight, vertical surfaces and coat all joints with a uniform layer of asphaltic emulsion before fresh mixture is placed. Longitudinal joints in one layer shall be offset at least 1 foot from those in the layer immediately below, and transverse joints shall be offset at least 2 feet from those in previous layers.

3.7 Clean Up

- A. Upon completion of paving, remove all surplus materials, dunnage, cartons, and other debris resultant from work of this Section. Leave entire work in satisfactory, acceptable, broom-clean condition.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement:

- A. Hot Mix Asphalt Paving shall be included in the per tonnage price paid for "***Furnish and Place Hot Mix Asphalt Concrete (Type A)***" and the per cubic footage price paid for "***Furnish and Place Class 2 Aggregate Base***" and no additional compensation will be allowed therefor.
- B. Frame Adjustments shall be including in the per each price paid for "***Adjust Water Valve Box to Grade***" and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Hot Mix Asphalt Paving as listed above, as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02660
POTABLE AND FIRE PROTECTION WATER SYSTEM

PART 1: GENERAL

1.1 Related Documents

- A. Plans and General Provisions of Contract, including General and Special Provisions and Technical Specification Sections, apply to work of this Section.

1.2. Description of Work

- A. General: The work includes the materials needed to install new water services, relocate an existing water meter box, if any, and fire hydrant. Also, the work includes the testing of all pressure water lines, connections, and appurtenances constructed in the project and the disinfection of all potable water pipelines and appurtenances which have been exposed to contamination by reason of this construction, before being placed into service.
- B. Extent of potable and fire water systems work is indicated on the Plans and by requirements of this Section.
- C. Refer to Section 02221 "Underground Pipe Construction" for excavation and back fill required for potable and fire water systems; not work of this section.
- D. Refer to Section 03300 "Concrete" for concrete work required for potable and fire water systems; not work of this section.

1.3 Quality Assurance

- A. Referenced Standards: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards.

ANSI A21.4 Cement-Mortar Lining for Cast-Iron and Ductile Iron Pipe and Fittings
for Water

ANSI A21.10 Gray Iron and Ductile Iron Fittings, 2 inches through 48 inches For
Water and Other Liquids

ANSI A21.11 Rubber Gasket Joints for Cast-Iron and Ductile Iron Pressure Pipe and
Fittings

ANSI A21.50 Thickness Design of Ductile-Iron Pipe

ANSI A21.51	Ductile Iron Pipe, Centrifugally Cast, in Metal Sand Lined Molds for Water or Other Liquids
ATSM C33	Standard Specification for Concrete Aggregates
ATSM A307	Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
ATSM B584	Standard Specification for Copper Alloy Sand Castings for General Applications
ATSM D1598	Standard Test Method for Time-To-Failure of Plastic Pipe Under Constant Internal Pressure
ATSM D1599	Standard Test Method for Short-Time Hydraulic Failure Pressure of Plastic Pipe, Tubing, and Fittings
ATSM D1784	Standard Specification for Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds
ATSM D178	Specification for Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120
ATSM D2241	Standard Specification for Polyvinyl Chloride (PVC) Pressure-Rated Pipe (SDR Series 3)
ATSM D3139	Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
AWWA C104	Cement-Mortar Lining for Cast-Iron and Ductile-Iron Pipe and Fittings for Water
AWWA C110	Gray-Iron and Ductile-Iron Fittings, 3 inches Through 48 inches, for Water and Other Liquids
AWWA C111	Rubber-Gasket Joints for Ductile-Iron and Gray Iron Pressure Pipe and Fittings
AWWA C115	Flanged Ductile Iron Pipe with Threaded Flanges
AWWA C151	Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids
AWWA C550	Protective Interior Coatings for Valves and Hydrants

AWWA C600 Installation of Gray and Ductile Cast-Iron Water Mains and Appurtenances

AWWA C651 Disinfecting Water Mains

AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 inches through 12 inches for Water Distribution.

Manufacturer's Qualifications: Firms regularly engaged in manufacture of potable water systems materials and products, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

- C. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with potable water piping work similar to that required for project.
- D. Inspection and Acceptance of Pipe: Acceptance will be on the basis of design, material tests, and inspection of the complete product. The quality of all materials used in the pipe, the process of manufacture, and the finished pipe shall be subject to inspection by the Engineer. Inspection may be made at the place of manufacture, or on the job site after delivery, or at both places and the pipe shall be subject to rejection at any time on account of failure to meet any of the specification requirements, even though sample pipe units may have been accepted as satisfactory at the place of manufacture. All pipe which is rejected must be immediately removed from the project site by the Contractor.
- E. Codes and Standards
 - 1. Water Purveyor Compliance: Comply with requirements of Purveyor supplying water to project; obtain required permits and inspections.
- F. NSF Seal of Approval: All PVC Pipe must be approved by the National Sanitary Foundation (NSF) for suitability in potable water systems and must bear the NSF seal of approval.

1.4 Submittals

- A. Manufacturer's Certificate; Pipe and Fittings: Submit 2 copies of manufacturer's certificate indicating that the pipe and fittings have been inspected and tested at the foundry and meet the requirements of the Referenced Standards and these Specifications. Submit manufacturer's certification that joints of the type proposed have been hydrostatically tested to 600 psi.
- B. Shop Drawings; Joint Gaskets: For Engineer approval, submit shop drawings for all joint gaskets.

- C. Deflection Limits: For Engineer approval, submit 2 certified copies of the pipe manufacturer's allowable joint deflection limit
- D. Manufacturer's Certification; Valves: For information only, submit 2 copies of valve manufacturer's notarized certification that valves furnished for this project are in full compliance with the Referenced Standards and these specifications.
- E. Product Data: Submit manufacturer's technical product data and installation for potable water system materials and products

PART 2: PRODUCTS

2.1 Identification

- A. Underground-type Plastic Line Markers: Manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct-burial service; not less than 6 inches wide x 4 mils thick. Provide blue tape with black printing reading "CAUTION WATER LINE BURIED BELOW".
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering plastic line markers which may be incorporated in the work Schedule, but are not limited to, the following:
 - a. Allen Systems, Inc.
 - b. Seton Name Plate Corp.

2.2 Ductile Iron Pipe

- A. General: Centrifugally cast ductile iron pipe in sand lined or metal molds in accordance with AWWA C151 (ANSI A21.51). Unless otherwise specified herein or noted on the Plans, use only new pipe, Class 50 minimum, use push-on or mechanical joints.
- B. Lining: Line the interior of the pipe with a cement mortar lining and bituminous seal coat conforming to AWWA C104 (ANSI A21.4).
- C. Coating: Except where the pipe is to be field painted, coat the exterior of the pipe with a bituminous coating of either coal tar or asphalt base in accordance with AWWA C151 (ANSI A21.51).
- D. Pipe Lengths: Furnish pipe in nominal 18 or 20 foot lengths. Shorter lengths may be used where required by construction details or when approved by the City.
- E. Marking: Cast or stamp the weight, class or nominal thickness, casting period, and the letters "DI" or "Ductile" on the pipe; no pipe will be accepted unless these markings appear on all ductile iron pipe.

- F. Fittings: Unless otherwise specified or indicated on the Plans, use 250 psi Pressure Rated fittings and sleeves, either ductile iron or gray cast iron, conforming to applicable sections of AWWA C110 (ANSI A21.10) and AWWA C111 (ANSI A21.11). Unless otherwise shown on the Plans, use push-on or mechanical joint fittings corresponding to the jointing of the pipe being used.

Furnish fittings in the size indicated on the Plans, as specified herein, as required to make connections or changes in horizontal and vertical alignment. Use solid sleeves as closure pieces with plain end pipe.

Line the interior of the fittings with a cement mortar lining and bituminous seal coat conforming to AWWA C104 (ANSI A21.4). Except where fittings are to be field painted, coat the exterior of all fittings with a bituminous coating of either coal tar or asphalt base in accordance with AWWA C111 (ANSI A21.10).

Mark fittings in accordance with AWWA C111 (ANSI A21.10), Section 10-9. Fittings without these markings will not be accepted.

- G. Couplings: Join plain end cast iron pipe by the installation of steel couplings, Style 38 as manufactured by Dresser, Industries, Inc., Bradford, Pennsylvania or Type 411 by Smith-Blair, Inc., San Francisco, California or approved equal.
- H. Push on Joint Pipe and Fittings: Conform to AWWA C151 (ANSI A21.51) for centrifugally cast pipe and to AWWA C111 (ANSI A21.11) for Rubber-Gasket Joints. Factory-machine the plane end of the pipe to a true circle and chamfer to facilitate fitting the gasket.
- I. Mechanical Joint Pipe and Fittings: Conform to AWWA C151 (ANSI A21.51) for centrifugally cast pipe and to AWWA C111 (ANSI A21.11) for Mechanical Joints. Provide pipe and fittings with sufficient quantities of accessories conforming to the standards previously referenced. Use gaskets, bolts and nuts for mechanical joints which are furnished by the pipe manufacturer.
- J. Flanged Pipe and Fittings: Conform to the requirements of AWWA C151 (ANSI A21.51) for centrifugally cast pipe. Flanges for ductile iron pipe shall conform to AWWA C115 (ANSI A21.15). Furnish long-hub flanges which are screwed on tight at the foundry by machine before they are faced and drilled.

Cast ductile iron flanged fittings in conformance with AWWA C111 (ANSI A21.10), and use special drilling or tapping, as necessary, to insure correct alignment and bolting. Integrally cast flanges for flanged fittings and specials which are at right angles to the axis, accurately faced, and machined smooth and true. Use flanges which are of a pressure classification adequate for a working pressure rating of 250 psi.

Make flanged joints with bolts, bolt studs with a nut on each end or studs with nuts where the flange is tapped. Use Grade 8 bolts conforming to ANSI A307.

Use ring gaskets of rubber with cloth insertion. Gasket thickness: 12 inches and smaller, 1/16 inch; larger than 12 inches, 3/32 inch.

- K. Gaskets: Make gaskets from a composition which is suitable for exposure to potable water within the pipe.

2.3 PVC Pipe (Size 4 Inch in Diameter and Larger)

- A. General: Comply with the requirements of AWWA C900, conforming with the outside diameter dimensions of cast iron pipe. C900 pipe shall have a pressure rating of 235 psi (DR18). Mark pipe in compliance with the requirements of AWWA C900.
- B. Pipe Lengths: Provide pipe in nominal 20 foot lengths. Shorter lengths may be used where required by construction details or when approved by the Engineer.
- C. Pipe Joints: Provide gasket integral bell end pipe joints utilizing elastomeric gaskets. The joint must provide protection of the line from shock, vibration and earth movement, and must compensate for the expansion and contraction of pipe lengths.
- D. Fittings, General: Use either ductile iron or gray cast iron, conforming to applicable sections of AWWA C111 (ANSI A21.10). Unless otherwise shown on the Plans, use push-on or mechanical joint fittings except valves which shall be flanged to fitting. Provide fittings in the size indicated on the Plans, as specified herein, or as required to make connections or changes in horizontal and vertical alignment. Line the interior of the fittings with a cement mortar lining and bituminous seal coat conforming to AWWA C104 (ANSI A21.40). Except where fittings are to be field painted, coat the exterior of all fittings with a bituminous coating of either coal tar or asphalt base in accordance with AWWA C111 (ANSI A21.10).
- E. Couplings: See 2.2 D above.
- F. Push-on Joint Fittings: Comply with the requirements of AWWA C111 (ANSI A21.11) for Rubber-Gasket Joints. Factory machine the plain end of the pipe to a true circle and chamfer to facilitate fitting the gasket.
- F. Mechanical Joint Fittings: Comply with the requirements of AWWA C111 (ANSI A21.11) for Mechanical Joints. Provide fittings with sufficient quantities of accessories conforming to the standards previously referenced. Provide gaskets, bolts and nuts for mechanical joints which are supplied by the pipe manufacturer.

2.4 PVC Pipe (Size 3 Inches in Diameter and Smaller)

- A. Comply with the requirements of ASTM D1784 and ASTM D1785 or ASTM D2241. Use only material that is Class 12454-B complying with ASTM D1784. Provide PVC pipe that is designated PVC 1120 Schedule 40 complying with ASTM D1785 or PVC 1120, SDR 21 Series 235 psi (DR 18) pressure rated or SDR 26 Series 160 psi pressure rated complying with ASTM 02241.

Mark PVC pipe in accordance with ASTM-D1785.

Provide PVC pipe which is approved by the National Sanitation Foundation (NSF) and bearing the NSF seal of approval.

- B. Pipe Lengths: Provide pipe in nominal 20 foot lengths. Shorter lengths may be used where required by construction details or when approved by the Engineer.
- C. Pipe Joints: Provide bell type joints using flexible elastomeric seals in accordance with ASTM D3139.
- D. Fittings: Provide bell type push on PVC fittings meeting the physical and chemical requirements of AWWA D1598 and AWWA D1599.
- E. Special Adapters: Make transition from PVC pipe with cast iron outside diameter to PVC pipe with iron pipe line with diameter with special adapters and reducers specifically designed for transitions.

2.5 Water Meter

- A. General: Comply with City of Dinuba Improvement Standards.
- B. Standard of Quality: Manufacturers offering products which comply with these requirements include (but are not necessarily limited to): (1) Ford Meter Box Company, Inc.

2.6 Fire Hydrants

- A. General: Fire hydrants are "dry barrel" type and conform to the requirements of AWWA C503.
- B. Standard of Quality: Manufacturers offering products complying with the requirements for fire hydrants include (but are not necessarily limited to) the following: (1) Mueller Company; "Modern Centurion"; (2) James Jones Company; (3) Clow Manufacturing Company, "Vanguard" 665N.

2.7 Corporation Stops

- A. General: Provide corporation stops of size shown on the Plans. Only corporation stops that are designed and manufactured in accordance with- the latest revision of AWWA C800, using iron pipe threads on inlet of stop, are acceptable.
- B. Standard of Quality: Manufacturers offering products which comply with these requirements include (but are not necessarily limited to): (1) Mueller Company; (2) Ford Meter Box Company, Inc.

2.8 Tapping Saddles

- A. General: Provide tapping saddles at all service connections in accordance with AWWA C800. Provide saddles that are of cast brass construction with iron pipe threads.

As applicable, provide tapping saddles designed specifically for use on PVC pipe. All cutting will be done in strict accordance with PVC pipe manufacturers recommendations. The cutting tool will be of the shell type cutter which will retain the coupon.

- B. Standard of Quality: Manufacturers offering products which comply with these requirements include (but are not necessarily limited to): (1) Mueller Company; (2) Ford Meter Box Company, Inc.; (3) Rockwell International, Municipal and Utilities Division.

2.9 Testing and Disinfecting

- A. Water for Testing: Water for testing will be furnished by the City at no cost to the Contractor. The Contractor will be responsible for conveying the water to the location required for performing the hydrostatic tests.
- B. Water for Disinfecting: Water required for disinfecting will be furnished by the City at no cost to the Contractor. The Contractor will be responsible for conveying the water to the location required for disinfecting.

PART 3: EXECUTION

3.1 Inspection

- A. Examine the areas and conditions under which the pipe; water meter, and appurtenances are to be installed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 Excavation

- A. General: Excavate trenches in accordance with Section 02221 "Underground Pipe Construction". Except where specifically shown or indicated otherwise, lay all pipe with an earth cover of not less than 3 feet.

3.3 Pipe Handling

- A. General: Transport pipe to the job site and handle in such a manner as not to damage the pipe or pipe coating.
- B. Stockpiling: Stockpile pipe so that no dangerous conditions will exist to life or property. Store pipe so that damage to surfaces and/or structures will be prevented. Provide suitable devices to support pipe when it is lifted.
- C. Cover PVC pipe which is stored outside and exposed to prolonged periods of sunlight (more than 1 month) with an opaque material. Clear plastic will not be acceptable as a cover. Provide air circulation under covering. Provide supports under pipe which are spaced to prevent the pipe from bending during storage.

3.4 Installation of Identification

- A. General: During back-filling of underground water piping, Install warning and identification tape, located directly over buried lines at 6 inch to 8 inch below finished grade.

3.5 Ductile Iron Pipe Installation

- A. General: Install pipe in accordance with AWWA C600. Unless otherwise shown on the Plans, install pipe in accordance with laying condition Type 5. Comply with the rules, regulations of OSHA, Occupational Safety and Health Act or CAL OSHA if applicable to the project.
- B. Precautions: Lay pipe in dry trenches only. Keep all trenches completely free of water during bedding, laying and jointing of pipe. Dewater and use sheeting where required by field conditions. Pump or drain all water away from the work and dispose of in a suitable manner. Do not permit water to rise in an unbackfilled trench after pipe has been placed.
- C. Pipe Lengths: Lay pipe in nominal 18 or 20 foot lengths.
- D. Placing Pipe in Trench: After delivery alongside the trench, visibly inspect each length of pipe for marking, damaged surfaces, breakage and conformance to specifications.

Acceptable pipe may be marked with paint or other permanent marking material so that the marks are plainly visible after installation in the trench and before the pipe is covered. Reject, stockpile, and remove from the site all pipe not conforming to Specifications.

See Plans for Bedding Conditions. Before pipe is placed on the bedding material, excavate suitable bell holes so that after placement of the pipe only the barrel receives bearing pressure from the supporting material. Support the entire length of the unit as indicated on the Plans.

Place pipe into its position in the trench in such manner and by such means as approved by the City. Furnish approved devices to support all parts of the pipe unit when it is lifted.

Protect pipe during handling against impact shocks and free falls. Do not permit hooks to come in contact with premolded joint surfaces. Lower pipe into position in the trench and joint without disturbing the bedding or adjoining section of pipe.

Handle pipe having premolded joint rings or attached couplings so that no weight, including the weight of the pipe itself, will bear on or be supported by the jointing material. Take care to avoid dragging the spigot ring on the ground or allowing it to be damaged by contact with gravel, crushed stone, or other hard objects. Do not subject the bell and spigot sections to direct stress of any kind except that required to effect the jointing.

- E. Pipe Laying: Unless otherwise shown on the Plans, all pipe will be laid in open trench construction. Lay pipe to conform to the lines and grades indicated on the Plans unless otherwise directed by the City in writing. Lay all pipe according to latest edition of I C600 for laying condition Type 5.

Clean all joint surfaces after the pipe units are aligned in the trench and are ready to be joined. Immediately before jointing the pipe, lubricate the bell or groove in accordance with the manufacturer's recommendations. Then carefully push pipe unit into place without damage to the pipe or gasket. Use suitable devices to force the pipe together so that they will fit with a minimum open recess inside or outside and so that they will have tightly sealed joints. Lay each pipe unit to form a close joint with the next adjoining pipe and bring the inverts continuously to the required grade.

Immediately after the pipe units are put together, inspect the position of the gasket in the joint using an approved feeler gauge to make sure it is properly positioned. Pull apart and remake all joints, using new gaskets, if the gasket has become damaged or improperly positioned.

Make all joints in accordance with manufacturer's recommendations which are subject to approval by the City. Prior to backfill, fill bell holes with bedding material and compact so that the spigot will not move in the bell of the adjoining pipe under backfill load. Do not permanently support pipe on saddles, blocking or boulders.

- F. Pipeline Deflection: The maximum allowable deflection in either the vertical or horizontal planes for pipe with nominal lengths of 18 or 20 foot is listed in Section 3.4, AWWA C600. Manufacturer's recommendation shall not be exceeded in any case.

Make any change in direction exceeding the maximum deflections with standard fittings; offsets, quarter, eighth, sixteenth and thirty-second bends.

- G. Mechanical Jointing: Wash sockets and spigots with soapy water before slipping gland and gasket over spigot. Insert the spigot in the socket full depth. Insert the gasket in the socket full depth. Brush the gasket with soapy water and push into position making sure the gasket is evenly seated in the socket. Slide the gland into position for compression gasket. Tighten all bolts and nuts "finger tight" after which tighten the bolts to a uniform permanent tightness using a torque wrench for tightening. Tighten bolts alternately 180 degrees apart. Keep sockets, spigots, glands, and bolts clean and wet, with soapy water until each joint is completed. Remake any joints which leak.
- H. Push-on Type Jointing: Perform the jointing of push-on type pipe in accordance with manufacturer's recommendations.
- I. Temporary Plugs: At all times when pipe laying is not actually in progress, close the open end of pipe by temporary watertight plugs or by other approved means. If water is in the trench when work is resumed, do not remove the plug until all danger of earth or other material entering the pipe has passed.
- J. Thrust Blocking: Provide thrust blocks at all fittings, and at the ends of capped valves and tees. Construct thrust blocks in accordance with blocking dimensions and details indicated on the Plans.
- K. Backfill: When pipe has been properly bedded and jointed, backfill trenches in accordance with Section 02221 "Underground Pipe Construction."

3.6 PVC Pipe Installation

- A. General: Install pipe in accordance with AWWA D2774. Adhere to the rules, regulations, and requirements of OSHA, Occupational Safety and Health Act or CAL OSHA, as applicable.
- B. Precautions: Lay pipe in dry trenches only. Keep all trenches completely free of water during bedding, laying, and jointing of pipe. Dewater and use sheeting where required by field conditions. Pump or drain all water away from the work and dispose of in a suitable manner so that no damage occurs. Do not permit water to rise in an unbackfilled trench after pipe has been placed. Promptly repair any damage. Imported sand bedding material only shall be used in the bedding zone.

- C. Pipe Lengths: Lay pipe in nominal 20 foot lengths.
- D. Placing Pipe-in Trench: After delivery alongside the trench, visibly inspect each length of pipe for marking, damaged surfaces, breakage, and conformance to specifications. Acceptable pipe may be marked with paint or other permanent marking material so that the marks are plainly visible after installation in the trench and before pipe is covered. Reject, stockpile, and remove from the site all pipe not conforming to Specifications.

Before pipe is placed on the sand bedding material, excavate suitable bell holes so that after placement of the pipe, only the barrel receives bearing pressure from the supporting material. Support the entire length of the unit as indicated on the Plans. Place pipe into its position in the trench in such manner and by such means as approved by the Engineer. Protect pipe during handling against impact shocks and free falls. Do not permit hooks to come in contact with premolded joint surfaces.

Handle pipe having premolded joint rings or attached couplings so that no weight, including the weight of the pipe itself, will bear on or be supported by the jointing material. Take care to avoid dragging the spigot ring on the ground or allowing it to be damaged by contact with gravel, crushed stone, or other hard objects. Do not subject the bell and spigot sections to direct stress of any kind except that required to effect the jointing.

- E. Pipe Laying: Unless otherwise shown on the Plans, all pipe will be laid in open trench construction. Lay pipe to conform to the lines and grades indicated on the Plans unless otherwise directed by the Engineer in writing. Comply with the requirements of ASTM D2774.

Immediately after the pipe units are put together, inspect the position of the gasket in the joint to make sure it is properly positioned. Pull apart and remake all joints, using new gaskets, if the gasket has become damaged or improperly positioned. Make all joints in accordance with manufacturer's recommendations which are subject to approval by the Engineer. Prior to backfill, fill bell holes with bedding material and compact so that the spigot will not move the bell of the adjoining pipe under backfill load. Do not permanently support pipe on saddles, blocking, or boulders.

- F. Mechanical Jointing: Wash sockets and spigots with soapy water before slipping gland and gasket over spigot. Insert the spigot in the socket full depth. Insert the gasket in the socket full depth. Brush the gasket with soapy water and push into position, making sure the gasket is evenly seated in the socket. Slide the gland into position for compression gasket. Tighten all bolts and nuts "finger tight", after which tighten the bolts to a uniform permanent tightness using a torque wrench for tightening. Tighten bolts alternately 180 degrees apart. Keep sockets, spigots, glands, and bolts clean and wet with soapy water until each joint is completed. Remake any joints which leak.

- G. Push-on Type Jointing: Perform the jointing of push-on type pipe in accordance with manufacturer's recommendations.
- H. Longitudinal Bending: Make longitudinal bending through joint deflection only; axial flexure of the pipe will not be permitted. Do not exceed the pipe manufacturer's allowable joint deflection limits. Where changes in direction exceed the allowable deflection limits, make the change in direction with standard fittings.
- I. Temporary Plugs: At all times when pipe laying is not actually in progress, close the open end of pipe by temporary watertight plugs or by other approved means. If water is in the trench when work is resumed, do not remove the plug until all danger of earth or other material entering the pipe has passed.
- J. Thrust Blocking: Provide thrust blocks at all fittings and at the ends of capped valves and tees. Construct thrust blocks in accordance with blocking dimensions and details indicated on the Plans.
- K. Tracer Wire: Install #10 gauge copper tracing wire directly above PVC pipe, loop tracing wire up into valve boxes as shown on the Plans.
- L. Backfill: When pipe has been properly bedded and jointed, backfill trenches in accordance with Section 02221 "Underground Pipe Construction".

3.7 Installation of Water Meters, Fire Hydrants, and Appurtenances

- A. General: Install of water meters, fire hydrants, and appurtenances to the same specification which covers the piping to which these items are connected.

3.8 Testing of Pipe

- A. General: Perform all hydrostatic testing in accordance with AWWA C600, Section 4, unless otherwise specified. When a section of pipe is deemed adequate by the Engineer and is ready for testing, blow the line free from air and conduct a leakage test.
- B. Buried Lines: Whenever conditions permit in the opinion of the Engineer, test pipelines before the trench is backfilled. All joints may then be examined during open trench test and all leaks entirely stopped. Should the Contractor wish to minimize the maintenance of lights, and barricades and the obstruction of traffic, he may, at his own risk, backfill the entire trench as soon as practicable after installation of pipe. The Contractor, however, remains responsible for removing and later replacing such backfill, at his own expense, should he be ordered to do so in order to locate and repair or replace leaking or defective joints of pipe.
- C. Exposed Lines: Test all exposed lines prior to field painting.

- D. Temporary Bulkheads: Furnish, install and remove all temporary bulkheads, flanges, or plugs necessary to permit the required pressure test. Install corporation stops at all high points on the line for blowing lines free from air. Install corporation stops at the test pump location.

Install a test pump and means for accurate measurement of water introduced into the line during testing. Keep pump, meters, and gages in use during pressure and leakage tests.

- E. Test Pressure and Allowable Leakage: Keep the section to be tested full of water for a period of 24 hours before the pressure and leakage tests are conducted. Apply a test pressure of 1-1/2 times the working pressure or 100 psi whichever is greater (at lowest point of the line or section being tested and corrected for the elevation of the test gauge) for a period of at least two hours.

The allowable leakage is based on the following formula:

$$L = \frac{ND(P)^{0.5}}{7,400}$$

Where: L = Allowable leakage in gallons per hours

N = Number of joints tested

D = Nominal diameter of pipe in inches

P = Average test pressure in psi

- F. Defective Materials and Workmanship: Carefully examine all exposed pipe fittings, valves, hydrants, and joints during the test. Locate and repair leaks and replace defective materials if the water loss during the test periods exceeds the allowable leakage.

Make the necessary repairs, replace defective material and repeat the hydrostatic test until the leakage does not exceed the allowable leakage as defined herein.

3.9 Disinfection of Pipe

- A. Disinfection: Disinfect pipe in accordance with procedures described in AWWA C601 and Section 02675 of these Specifications.
- B. Flushing: Upon completion of the disinfection, flush all mains and piping as described in Section 6, AWWA C601.
- C. Bacteriologic Testing: After final flushing and before the water main is placed in service, collect four (4) samples from locations specified by the Engineer and test for bacteriologic quality. Test shall show the absence of coliform organisms. Procedures are given in Section 7, AWWA C601.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Fire hydrant installation shall be included in the per each price paid for "*Install New Fire Hydrant Assembly*" and no additional compensation will be made therefor.
- B. Water mains shall be included in the per lineal foot price paid for "*Furnish and Install 6-inch Water Main (C900)*", "*Furnish and Install 8-inch Water Main (C900)*", and "*Furnish and Install 8-inch Water Main (Ductile Iron)*" and no additional compensation will be made therefor.
- C. Water services shall be included in the per each price paid for "*Install New 1" Water Service*" and "*Install 2" Water Service and Meter Box*" and no additional compensation will be made therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in potable water system as listed above, as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02675
DISINFECTION OF WATER DISTRIBUTION SYSTEMS

PART 1: GENERAL

1.1 Work Included

- A. Before allowing water from the new potable water distribution system to enter the existing system, all components will be cleaned. In addition, the Contractor shall furnish and install equipment to disinfect the potable water distribution system.
- B. Test and report results.

1.2 Related Work

- A. Section 02660 "Potable Water System".

1.3 Quality Assurance

- A. Testing laboratory certified with the State of California for examination of drinking water.

1.4 Submittals

- A. Submit 3 copies of each compliance report to the Engineer. Reports should include the following information:
 - 1. Disinfection report; accurately record:
 - a. Type and form of disinfectant used.
 - b. Date and time of disinfectant injection start and time of completion.
 - c. Test location.
 - d. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - e. Date and time of flushing start and completion.
 - f. Disinfectant residual after flushing in ppm for each outlet tested.
 - g. Persons present during the disinfection operation.
 - 2. Bacteriological report; accurately record:
 - a. Date issued, project name, and testing laboratory name, address, and telephone number.
 - b. Time and date of water sample collection.
 - c. Name of person collecting samples.
 - d. Test locations.

- e. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
- f. Coliform bacteria test results for each outlet tested.
- g. Certification that water conforms, or fails to conform, to bacterial standards of the California Department of Health Services.
- h. Bacteriologist's signature.

1.5 Reference

- A. ANSI/AWWA C601 - Standards for Disinfecting Water Mains.

PART 2: PRODUCTS

2.1 Chlorine

- A. Chlorine gas.
- B. Chlorine gas-water mixture.
- C. Chlorine-bearing compounds:
 - 1. Calcium hypochlorite (comparable to commercial products known as HTH, Perchloron, and Pittchlor).
 - 2. Sodium hypochlorite (known commercially as liquid laundry bleach).

PART 3: EXECUTION

3.1 Preparation

- A. Verify that piping system has been cleaned, inspected, and pressure tested.
- B. If a chlorine-bearing compound is to be used, the calcium hypochlorite or sodium hypochlorite shall be prepared as a water mixture before introduction into the water mains. The powder shall first be made into a paste and then thinned to approximately a 1 percent chlorine solution (10,000 ppm). The preparation of 1 percent chlorine stock solution requires the following proportions of powder to water:

Product	Amount of Compound	Quantity of Water (Gals)
High-test Calcium Hypochlorite (65 to 70 percent Cl)	1 lb.	7.50
Sodium Hypochlorite (5.25 percent Cl)	1 gal.	4.25

3.2 Application

- A. Provide and attach equipment required to execute work of this Section. This may include:
 - 1. A solution-feed chlorination device.
 - 2. A device to regulate rate of flow and provide effective diffusion of the gas into the water within the pipe being tested. Chlorinating devices for feeding solutions of the chlorine gas or the gas itself into the water shall provide means for preventing the backflow of water into the chlorine cylinder.
- B. Preliminary Flushing: Before disinfection, the main with outlets open shall be flushed thoroughly with water. Flushing shall be done after the pressure test has been made. If no hydrant is installed at the end of the main, a tap large enough to develop a velocity in the main of at least 2.5 fps should be installed.
- C. Point of Application: The preferred point of application of the chlorinating agent is at the beginning of the pipeline extension of any valved section, and through a corporation stop inserted by the Contractor (except in new distribution systems) in the top of the newly laid pipe. The water injector for delivering the chlorine-bearing water into the pipe shall be supplied from a tap on the pressure side of the gate valve controlling the flow into the pipeline extension.
- D. Retention Period: Treated water shall be retained in the pipe at least 24 hours.
- E. Chlorinating Valves and Hydrants: In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent.
- F. Circulate and flush repeatedly until specified cleanliness is achieved. Before being placed in service, all new mains and repaired portions of, or extensions to, existing mains shall be chlorinated so that a chlorine residual of not less than 25 mg/l free available chlorine remains in the Water after 24 hours standing in the pipe.

3.3 Tests

- A. Samples shall be tested in accordance with ANSI/AWWA C601.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Fire hydrant installation shall be included in the per each price paid for "***Install New Fire Hydrant Assembly***" and no additional compensation will be made therefor.

- B. Water mains shall be included in the per lineal foot price paid for ***“Furnish and Install 6-inch Water Main (C900)”***, ***“Furnish and Install 8-inch Water Main (C900)”***, and ***“Furnish and Install 8-Inch Water Main (Ductile Iron)”*** and no additional compensation will be made therefor
- C. Water services shall be included in the per each price paid for ***“Install New 1” Water Service”*** and ***“Install 2” Water Service and Meter Box”*** and no additional compensation will be made therefor

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Disinfection of Water Distribution Systems as listed above, as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02720
STORM DRAINAGE SYSTEMS

PART 1: GENERAL

1.1 Related Documents

- A. Plans and General Provisions of Contract, including Special Provisions and Technical Specification Sections, apply to work of this section.

1.2 Description of Work

- A. Extent of storm drainage work is indicated on the Plans, and by requirements of this section.
- B. Refer to Section 02221 "Underground Pipe Construction" for excavation and backfill required for storm drainage systems; not work of this section.
- C. Refer to Section 03300 "Concrete" for concrete work required for storm drainage systems; not work of this section.

1.3 Quality Assurance

- A. Referenced Standards

Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards.

ASTM C33 Standard Specification for Concrete Aggregates.

ASTM C76 Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

ASTM C150 Standard Specification for Portland Cement.

ASTM C361 Standard Specification for Reinforced Concrete Low-Head Pressure Pipe.

ASTM C443 Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, using rubber gaskets.

ASTM A615 Rail-Steel Deformed and Plain Bars for Concrete Reinforcement

ASTM A616 Rail-Steel Deformed and Plain Bars for Concrete Reinforcement

ASTM A617 Axle-Steel Deformed and Plain Bars for Concrete Reinforcement

ASTM A706 Low-Alloy Steel Deformed Bars for Concrete Reinforcement

ASTM A807 Installing Corrugated Steel Structural Plate Pipe

Caltrans Standard Specifications, State of California, Department of Transportation, 2015.

Note: Provisions regarding measurement and payment do not apply to this work.

- B. Manufacturer's Qualifications: Firms regularly engaged in manufacture of storm drainage system's products of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years
- C. Installer's Qualifications: Firm with at least 5 years of successful installation experience on projects with storm drainage work similar to that required for this project.
- D. Inspection and Acceptance of Pipe: Acceptance will be on the basis of design, material tests, and inspection of the complete product. The quality of all materials used in the pipe, the process of manufacture, and the finished pipe shall be subject to inspection by the Engineer. Inspection may be made at the place of manufacture, or on the job site after delivery, or at both places and the pipe shall be subject to rejection at any time on account of failure to meet any of the specification requirements, even though sample pipe units may have been accepted as satisfactory at the place of manufacture. All pipe which is rejected must be immediately removed from the project site by the Contractor.

1.4 Codes and Standards

- A. Environmental Compliance: Comply with applicable portions of local and State Environmental agency regulations pertaining to storm drainage systems.

1.5 Submittals

- A. Product Data: Submit manufacturer's technical product data and installation instructions for storm drainage system materials and products.
- B. Maintenance Data: Submit maintenance data and parts lists for storm drainage system materials and products. Include this data, product data, shop drawings, and record drawings in maintenance manual; in accordance with requirements of Special Provisions.
- C. Shop Drawings; Pipe: Before fabrication, submit for approval drawings showing pipe dimensions, joints, reinforcement and other details.

- D. Manufacturer's Certification: Submit design calculations which provide evidence as to the adequacy of the design of pipe proposed for use in the Work. The evidence must be approved in writing by the Engineer before the pipe for the project is manufactured.
- E. Mill Certificates; Reinforcing: Submit 2 copies of steel producer's certificates of mill tests for reinforcing steel which indicates that the reinforcing steel meets specified requirements.
- F. Mill Certificates; Cement: Submit 2 copies of manufacturer's certification for each shipment of cement used in the manufacturing of pipe indicating that the chemical composition of the cement meets the requirements of ASTM C150.
- G. Manufacturer's Data; Aggregates: Submit 2 copies of manufacturer's certificates for fine and course aggregates indicating that grading, soundness and abrasion meet the requirements of ASTM C33.
- H. Laboratory's Certificate; Pipe: Before delivering pipe to the job site, submit an independent testing laboratory report certifying that the pipe and fittings are in accordance with ASTM Standards herein referenced. Forward copies of these reports to the Engineer; no pipe will be accepted without these reports.
- I. Absorption Test Reports: Submit test reports which demonstrate and certify that the absorption test requirements for pipe to be used on this project are in accordance with ASTM C76.
- J. Compression Test Results: Submit test reports which demonstrate and certify that the compression test requirements for pipe to be used on this project are in accordance with ASTM C76.
- K. Shop Drawings; Manhole Frames, Grates, and Covers and Manhole Steps: Submit for approval shop drawings for grates, drains, manhole covers, frames and steps.
- L. Shop Drawings; Precast Concrete Box and Manhole Sections: Submit for approval shop drawings for each type and size of precast structure. Joints between components and with pipes shall be detailed.

PART 2: PRODUCTS

2.1 Pipeline Identification

- A. Underground Detectable Marking Tape: Manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct-burial services; not less than 6 inches wide x 4 mils thick. Provide green tape with black printing reading "CAUTION DRAINAGE LINE BURIED BELOW". Aluminum foil shall be plastic encased.

- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering identification markers which may be incorporated in the work included, but are not limited to, the following:

1. Pro-Line Safety Products Co.
2. Allen Systems, Inc.
3. Emed Co., Inc.
4. Seton Name Plate Corp.

2.2 Pipes and Pipe Fittings

- A. General: Provide pipes of one of the following materials, of weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.
- B. Pipe Materials: Sizes and types are shown in the Plans and described in this Section.

2.3 Reinforced Concrete Pipe

- A. General: Use new pipe complying with ASTM C76, and with the additional requirements specified herein. The cement used in manufacture shall be Type V, as per ASTM C150. Unless otherwise noted on the plans, provide Class III pipe with Wall B. All pipe approved will have an interior surface which is free from roughness, projection, indentations, offsets or irregularities of any kind.

Packerhead pipe will be acceptable.

- B. Pipe Lengths: Furnish pipe in standard lengths. Shorter lengths may be used where required by construction details or when approved by the Engineer.
- C. Physical Requirements: Tests shall be performed as described in Section 11, ASTM C76.
- D. Repairs: Pipe may be repaired, if necessary, because of occasional minor imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of ASTM C76. Use mortar for repairs which has a compressive strength of 6,000 psi at the end of 28 days.
- E. Marking: Mark all pipe in accordance with ASTM C76; no pipe will be accepted unless these markings appear on all pipe.
- F. Jointing: Use O-Ring pipe with rubber gaskets for flexible watertight joints which conform to ASTM C443.

2.4 Structures

- A. General: Structures shall be constructed of precast concrete or cast-in-place concrete. Cast-in place concrete structures shall include drop inlets as well as the bases of boxes and manholes where needed to connect associated pipe effectively.
- B. Portland Cement Concrete: Portland cement concrete shall conform to the requirements of Section 90, Standard Specifications and Section 03300 "Concrete", of these Technical Specifications. All concrete shall be ready-mixed and delivered by a supplier acceptable to the Engineer.
- C. Reinforcing Steel: Reinforcing steel shall conform to ASTM A615, A616, A617, or A706, Grade 60 and of the applicable size as indicated on the Detail Drawings.
- D. Manhole Frames and Covers: Round frames and covers for drainage structures shall be gray cast iron castings of pattern, type, style, and weight shown on the Plans. Castings must be Class 35 or heavier and conform to ASTM A48. The items shall be of high quality, strong, tough, even-grained, smooth, free from scale, lumps, blisters, sandholes and defects which reduce serviceability. Bearing surfaces shall be machined to prevent rocking or an approved non-rocking device shall be provided. Unless otherwise indicated on the Plans, provide a vented type cover with two pick holes and with indentations not more than 3/8 inch in depth. Lids for manholes of drainage structures shall be lettered "STORM DRAIN SYSTEM" as directed.

Clean all castings thoroughly by shot blasting or other approved method. At the foundry, castings shall be coated with coal tar pitch varnish to form a tough, tenacious, and scale-free surface. Castings may be subjected to a watertight hammer test by the City.

Frames and covers shall be designed to carry a traffic wheel loading of 16,600 pounds as per current AASHTO specifications.

Characteristics are:

Frame inside diameter:	24 inches
Width of bearing surface:	6 inches
Height of frame:	4 to 6 inches

- E. Type GO Drain Inlet Grates: Drain inlet grate for the Type GO drain inlet shall be a Caltrans Standard Type 24-12X Bicycle Grate.

2.5 Precast Concrete Manholes or Vaults

- A. Manhole Bases: Precast or cast-in-place concrete, as necessary to connect associated pipes effectively.

- B. Manhole Sections, Precast Concrete: Precast concrete manholes may consist of a base section, riser sections, a transition and cone. Provide pipe openings of suitable size to fit the pipe, in the base or riser sections as required. Conform to the requirements of ASTM C478 with the following exceptions and additional requirements:

1. Cement: Type II.
2. Minimum Wall Thickness: 5 inches
3. Use gasket type joints as specified herein.
4. Steam cure sections; do not ship for at least five days.

Acceptance of the sections will be on the basis of material tests and inspection of the completed project.

Suitably shape the tops of the bases by means of accurate bell-ring forms to receive the barrel sections.

- C. Riser Joints: Provide riser joints of the rubber gasket type in which the gaskets are in compression and which will permit both longitudinal and angular movement. Design the bell and spigot ends to confine the gasket when the joint is in its final position. Provide each section with proper ends made of concrete formed on machined rings to insure accurate joint surfaces. The diameters of the joint surface, depended upon to compress the gasket, shall not vary from the theoretical diameters by more than 1/16 inch. Seal the joint with a rubber gasket so that the joint will remain tight under all conditions of service. Joints must be capable of withstanding an internal hydrostatic pressure of 10 psi with no visible signs of leakage.
- D. Gaskets: Provide gaskets which conform to applicable sections of ASTM C361. Use gaskets of a special rubber composition having a texture to assure a watertight and permanent seal and the product of a manufacturer having at least 5 years experience in the manufacture of rubber gaskets for pipe joints. Use gaskets which are a continuous ring of flexible joint rubber of a composition and texture which are resistant to common ingredients of sewage, industrial wastes, and groundwater and which will endure permanently under the conditions likely to be imposed by this service.

PART 3: EXECUTION

3.1 Installation of Identification

- A. General: During backfilling of storm drainage systems, install continuous underground-type plastic line marker, located directly over buried line at 6 inches to 8 inches below finished grade.

3.2 Inspection

- A. Examine the areas and conditions under which the pipe is to be installed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. The Contractor shall not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.3 Excavation

- A. General: Excavate trenches in accordance with Section 02221 "Underground Pipe Construction".

3.4 Pipe Handling

- A. General: Transport pipe to the job site and handle in such a manner as not to damage the pipe.
- B. Stockpiling: Stockpile in designated areas so that no dangerous conditions will exist to life or property. Store pipe so that damage to surfaces and/or structures will be prevented. Provide suitable devices to support pipe when it is lifted.

3.5 Pipe Installation

- A. General: Adhere to the rules, regulations and requirements of OSHA, Occupational Safety and Health Act or Cal OSHA, as applicable.
- B. Precautions: Lay pipe in dry trenches only. Keep all trenches completely free of water during bedding, laying and jointing of pipe. Dewater and use sheeting where required by field conditions. Pump or drain all water away from the work and dispose of in a suitable manner so that no damage occurs. Do not permit water to rise in an unbackfilled trench after pipe has been placed. Promptly repair any damage.
- C. Tolerances: Unless otherwise directed by the Engineer in writing, lay all pipe straight between changes in alignment and at uniform grade between change in grade. When jointed in the trench, the pipe shall form a true and smooth line.
- D. Pipe Lengths: Lay pipe in standard lengths where feasible. Note the joints adjacent to structures.
- E. Placing Pipe in Trench: After delivery alongside the trench, visibly inspect each length of pipe for damaged surfaces, breakage and conformance to specifications.

Acceptable pipe may be marked with paint or other permanent marking material so that the marks are plainly visible after installation in the trench and before the pipe is covered. Reject, stockpile, and remove from the site all pipe not conforming to specifications.

See Plans for Bedding Conditions. Where no other bedding is indicated, place pipe on a shaped bed of undisturbed material. Before pipe is placed on the bedding material, excavate suitable bell holes so that after placement of the pipe, only the barrel receives bearing pressure from the supporting material. Support the entire length of the unit as shown on the plans.

Place pipe into its position in the trench in such manner and by such means as approved by the Engineer. Furnish approved devices to support all parts of the pipe unit when it is lifted. Protect pipe during handling against impact shocks and free falls. Do not permit hooks to come in contact with premolded joint surfaces. Lower pipe into position in the trench and joint without disturbing the bedding or adjoining section of pipe. Sand bedding for PVC pipe shall meet the requirements of ASTM D 2321 for Class I and H materials.

Handle pipe having premolded joint rings or attached couplings so that no weight, including the weight of the pipe itself, will bear on or be supported by the jointing material. Take care to avoid dragging the spigot ring on the ground or allowing it to be damaged by contact *with* gravel, crushed stone, or other hard objects. Do not subject the bell and spigot sections to direct stress of any kind except that required to effect the jointing.

- F. Pipe Laying: Unless otherwise shown on the Plans, all pipe will be laid in open trench construction. Start laying pipe at the lowest point and install the pipe so that the spigot end points in the direction of flow. Lay pipe to conform to the lines and grades indicated on the Plans, unless otherwise directed by the Engineer in writing.

Clean all joint surfaces after the pipe units are aligned in the trench and are ready to be joined. Immediately before jointing the pipe, lubricate the bell or groove in accordance with the manufacturer's recommendations. Then carefully push pipe unit into place without damage to the pipe or gasket. Use suitable devices to force the pipe together so that they will fit with a minimum open recess inside or outside and so that they will have tightly sealed joints. Lay each pipe unit to form a close joint with the next adjoining pipe and bring the inverts continuously to the required grade.

Immediately after the pipe units are put together, inspect the position of the gasket in the joint using an approved feeler gauge to make sure it is properly positioned. Pull apart and remake all joints, using new gaskets, if the gasket has become damaged or improperly positioned.

Grout and point all interior and exterior joints of concrete pipe with non-shrink grout in such a manner that the mortar will not, at any point, extend into the pipe beyond a straight line connecting the surfaces of the adjacent pipe sections.

Make all joints in accordance with manufacturer's recommendations which are subject to approval by the Engineer. Prior to backfill, fill bell holes with bedding materials and compact so that the spigot will not move in the bell of the adjoining pipe under backfill load. Do not permanently support pipe on saddles, blocking or boulders.

- G. Pipe Cleaning: Clear interior of piping of dirt and other superfluous material as work progresses. Maintain swab or drag in line and pull past each joint as it is completed.

In large, accessible piping, brushes and brooms may be used for cleaning.

- H. Temporary Plugs: At all times when pipe laying is not actually in progress, close the open end of pipe by temporary watertight plugs or by other approved means. If water is in the trench when work is resumed, do not remove the plug until all danger of earth or other material entering the pipe has passed.
- I. Stoppers: Close open ends of pipe or fittings to be used for future connections as shown on the Plans.
- J. Blocking: Provide concrete blocking where indicated on the Plans.
- K. Backfill: When pipe has been properly bedded and all joints have been grouted, backfill trenches in accordance with Section 02221 "Underground Pipe Construction".

3.6 Repairs

- A. Repair, at Contractor's expense, any section of pipe with imperfection or damage. Perform repairs with capable personnel and with sound materials equal to those materials used in the manufacture of the pipe.

3.7 Clean up

- A. Follow backfill, as closely as conditions will allow, with clean up operations. At no time will more than 1,200 linear feet of pipe be installed ahead of clean up.

The Contractor shall be responsible for removal and disposal of silt and any other materials in the storm drain system, regardless of source, prior to acceptance by the Engineer.

3.8. Structures

- A. Cast-in-place Concrete Structures: Construct in conformance with the provisions of Standard Specifications, Section 51. Required surface finishes and their locations are described in Subsection 51-1.18 thereof.

- B. Base: Structure bases may be precast or cast-in-place as indicated on the Plans or as needed for connection of associated pipes.
- C. Frames, Covers and/or Grates: Set manhole frames with the tops conforming accurately to the grade of the pavement, finished ground surface, as indicated on the Plans, or as directed. Set frames in a full bed of mortar so that the space between the top of the structure masonry and the bottom flange of the frame shall be completely filled with mortar and made watertight. Place a thick ring of mortar extending to the outer edge of the masonry all around the bottom flange. Finish the mortar flush with the top of the flange and with a slight slope to shed water away from the frame.

3.9 Precast Structures

- A. Precast Manhole Sections: Handle and install each section in such a manner and by such means as to prevent damage. Set sections vertical with sections in true alignment.

Install base sections on firm stabilized foundation so prepared to prevent settlement and misalignment. Place pipe openings at the exact elevation and location to receive entering pipes.

Install riser sections, transitions and top sections level and plumb. Make joints in accordance with manufacturer's instructions to ensure a watertight installation.

After entering pipes are placed in the pipe openings and set to true alignment and grade, fill the annular space between the pipe and opening with a non-shrink grout to seal the joint watertight.

Lift holes will be allowed in precast manhole sections. After setting sections in place, thoroughly plug all holes in sections with mortar. Make mortar one part cement to 1-1/2 parts sand; mix with water until slightly damp to the touch (just short of balling) and hammer mortar into the holes until it is dense and an excess of paste appears on the surface. Then finish smooth and flush with the adjoining surfaces.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Catch Basins shall be included in the per each price paid for "***Construct City Std. Type "A" Catch Basin***" and no additional compensation will be allowed therefor.
- B. Storm drain manholes shall be included in the per each price paid for "***Construct City Std. 48" Storm Drain Manhole***" and "***Construct City Std. 60" Storm Drain Manhole***" and no additional compensation will be allowed therefor.
- C. Storm drain pipe shall be included in the per lineal foot price paid for "***Construct 27-inch Reinforced Concrete Storm Drain Pipe***", "***Construct 21-inch Reinforced Concrete***

Storm Drain Pipe”, and “Construct 15-inch Reinforced Concrete Storm Drain Pipe”
and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Storm Drainage Systems as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02810
IRRIGATION SYSTEMS

PART 1: GENERAL

1.1 Related Documents

- A. Plans and General Provisions of Contract, including Special Provisions and Technical Specification Sections, apply to work of this section.

1.2 Description of Work

- . Extent of underground irrigation system is indicated on drawings.

1.3 Submittals

- A. Product Data: Submit manufacturer's technical data and installation instructions for underground sprinkler system components.

PART 2: PRODUCTS

2.1 Manufacturer

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to the following:
 - 1. Hunter Industries.
 - 2. Other manufacturers as indicated on drawings.

2.2 Materials

- A. Pressure Pipe: Comply with following:
 - 1. PVC plastic pipe, ASTM D 1785, PVC 1120, Schedule 40, 160 psig.
 - 2. Galvanized steel pipe, ASTM A 120, Schedule 40.
- B. Circuit Pipe (downstream from circuit valves): Comply with following:
 - 1. PVC plastic pipe, ASTM D 2241, PVC 1120, SDR 21, 200 psig.
- C. Cross-Over/Sleeves under Paving: Comply with following:
 - 1. State Standard Specification Section 20-3.02J.
 - 2. PVC plastic pipe, ASTM D 1785, PVC 1120, Schedule 40, 160 psig.
 - 3. Galvanized steel pipe, ASTM A 120, Schedule 40.

- D. Pipe Fittings: Comply with following:
 - 1. For PVC plastic pipe, ASTM D 2466 socket fittings.
 - 2. For galvanized steel pipe, ANSI B16.3 galvanized malleable-iron screwed fittings.
- E. Valves: Manufacturer's standard, of type and size indicated, and as follows:
 - 1. Automatic Circuit Valves: Plastic-bodied globe or angle valves operated by low-voltage solenoid, normally closed, manual flow adjustment.
- F. Backflow Preventer: Manufacturer's standard reduced pressure type, as indicated on drawings.
- G. Sprinkler Heads: Manufacturer's standard plastic bodied unit designed to provide uniform coverage over entire area of spray shown on drawings at available water pressure, as follows:
 - 1. Bubbler: Fixed pattern, with screw type flow adjustment.
 - 2. Pop-up Rotary: Adjustable pattern with screw type flow adjustment and stainless steel retraction spring.
- G. Valve Box:
 - 1. Manufacturer's standard plastic unit, with labeled cover, for each group of valves.
 - 2. Valve boxes shall be traffic rated.
- I. Drainage Backfill: Cleaned gravel or crushed stone.
- J. Joining Material: ASTM F656 primer and ASTM D 2564 solvent cement.

2.3 Automatic Control System

- A. General: Furnish low voltage system manufactured expressly for control of automatic circuit valves of underground irrigation systems. Provide unit of capacity to suit number of circuits required.
- B. Exterior Control Enclosure: Manufacturer's standard weatherproof enclosure with locking cover, complying with NFPA 70 (National Electric Code).
- C. Transformer: Internal type to convert building service voltage to control voltage of 24 volts.
- D. Circuit Control: Each circuit variable from approximately 1 to 99 minutes. Include

switch for manual or automatic operation of each circuit.

- E. Timing Device: Adjustable dual program, solid state electronic 24-hour clock to operate any time of day and skip any day in a 7 or 14 day period. Equip with battery back up to maintain time keeping during power outages.
 - 1. Allow for manual or semi-automatic operation without disturbing preset automatic operation.
- F. Automatic Rain/Freeze Sensor: Provide with Hunter WRF-CLIK Rain/Freeze sensor that monitors rainfall levels and temperatures below 37 degrees F. overrides controller.
- G. Pedestal: Metal pedestal, powder coated gray.

PART 3: EXECUTION

3.1 System Design

- A. Location of Heads: Design location is approximate. Make minor adjustments as necessary to avoid plantings and other obstructions, such as sign standards and light poles.
- B. Layout may be modified, if necessary to obtain coverage, to suit manufacturer's standard heads. Do not decrease number of heads indicated unless otherwise acceptable to Landscape Architect.
- C. Minimum Water Coverage:
 - 1. Head to head at spray heads.

3.2 Trenching And Backfilling

- A. General: Excavate straight and true with bottom uniformly sloped to low points.
- B. Minimum Cover: Provide following minimum cover over top of installed piping:
 - 1. Pressure piping, 24".
 - 2. Circuit Piping: 12".
- C. Backfill: Backfill with clean material from excavation. Remove organic material as well as rocks and debris larger than 1" diameter. Place acceptable backfill material in 6" lifts, compacting each lift.

3.3 Installation

- A. General: Comply with requirements of authorities having jurisdiction.
- B. Connection to Main: Connect to stubbed piping in location indicated.
 - 1. Connect to stub with union.
- C. Circuit Valves: Install in valve box, arranged for easy adjustment and removal, maximum 3 valves per box.
 - 1. Provide union on downstream side.
 - 2. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
 - 3. Place 6 inch thick layer of drainage fill below valve boxes.
- D. Piping: Lay pipe on solid subbase, uniformly sloped without humps or depressions.
 - 1. Install PVC pipe in dry weather when temperature is above 40 deg.F (4 deg.C) in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperature above 40 deg.F (4 deg.C) before testing, unless otherwise recommended by manufacturer.
- E. Sprinkler Heads: Flush circuit lines with full head of water and install heads after hydrostatic test is completed.
 - 1. Install pop-up heads at manufacturer's recommended height.
 - 2. Locate part circle heads to maintain a minimum distance of 4 inches from walls and 4 inches from other boundaries, unless otherwise indicated.
- F. Dielectric Protection: Use dielectric fittings at connection where pipes of dissimilar metal are joined.

3.4 Testing

- A. Notify Engineer when testing will be performed.
- B. Hydrostatic Test: Test water piping and valves, before backfilling trenches, to a hydrostatic pressure of not less than 75 psi for two hours. Piping may be tested in sections to expedite work. Remove and repair piping, connections, valves which do not pass hydrostatic testing.
- C. Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and emitters and sprinkler heads adjusted to final position.
 - 1. Demonstrate to Landscape Architect that system meets coverage requirements

- and that automatic controls function properly.
2. Coverage requirements are based on operation of one circuit at a time.

3.5 Adjusting

- A. Provide additional backfill and compaction for excavations performed as work of this section which have settled.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Irrigation work shall be included in the lump sum price paid for "***Repair Landscape and Irrigation In-Kind***" and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Irrigation works as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 02815
LANDSCAPE WORK

PART 1: GENERAL

1.1 Related Documents

- A. Plans and General Provisions of Contract, including Special Provisions and Technical Specification Sections, apply to work of this section.

1.2 Summary

- A. This Section includes provisions for the following items:
 - 1. Trees.
 - 2. Shrubs.
 - 3. Lawn.
 - 4. Soil amendments.
 - 5. Initial maintenance of landscape materials.
 - 6. Ground cover, including gravel beds.
- B. Related Sections: The following sections contain requirements that relate to this Section.
 - 1. Excavation, filling, and rough grading required to establish elevations shown on drawings is specified in Section 02200, "Earthwork."
 - 2. Underground sprinkler system is specified in Section 02810, "Irrigation Systems."

1.3 Quality Assurance

- A. Subcontract landscape work to a single firm specializing in landscape work.
- B. Source Quality Control:
 - 1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
 - 2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material.
 - 3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
 - 4. Trees, Shrubs and Plants: Provide trees, shrubs, and plants of quantity, size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in

- accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.
5. Label each tree and shrub with securely attached waterproof tag bearing legible designation of botanical and common name.
 6. Inspection: The Landscape Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Landscape Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 Submittals

- A. General: Submit the following in accordance with Conditions of Contract and these Specification Sections.
- B. Plant and Material Certifications:
 1. Certificates of inspection as required by governmental authorities.
 2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
 3. Label data substantiating that plants, trees, shrubs and planting materials comply with specified requirements.
 4. Seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentages by weight, and percentages of purity, germination, and weed seed for each grass seed species.
- C. Planting Schedule: Proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
- D. Maintenance Instructions: Typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for one full year. Submit prior to expiration of required maintenance period(s).

1.5 Delivery, Storage and Handling

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Landscape Architect. Do not bend or bind-tie trees or shrubs

in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.

- C. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
- D. Do not remove container-grown stock from containers until planting time.

1.6 Job Conditions

- A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

1.7 Sequencing and Scheduling

- A. Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
 - 1. Plant or install materials during normal planting seasons for each type of plant material required.
 - 2. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- B. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Landscape Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.8 Special Project Warranty

- A. Warranty trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Installer's control.
- B. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy

condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of Landscape Architect, it is advisable to extend warranty period for a full growing season.

1. Another warranty inspection will be conducted at end of extended warranty period, to determine acceptance or rejection. Only one replacement (per tree, shrub or plant) will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

C. Warranty lawns through specified lawn maintenance period, and until final acceptance.

PART 2: PRODUCTS

2.1 Topsoil

- A. Topsoil has been (or will be) stockpiled for re-use in landscape work. If quantity of stockpiled topsoil is insufficient, provide additional topsoil as required to complete landscape work.
- B. Provide new topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
 1. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at project site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.

2.2 Soil Amendments

- A. Gypsum: Agricultural grade, sulfate of lime.
- B. Sawdust: Rotted fir or redwood sawdust, free of chips, stones, sticks, soil, or toxic substances and with 7.5 pounds of nitrogen uniformly mixed into each cubic yard of sawdust.
- C. Manure: Well rotted, pulverized, unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials and containing no chemicals or ingredients harmful to plants.
- D. Mulch: Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs, or plants and consisting of the following:

1. Ground or shredded redwood bark humus, 1/8" - 3/4".
- E. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:
1. For trees and shrubs, provide fertilizer with not less than 10 percent total nitrogen, 6 percent available phosphoric acid and 8 percent soluble potash.
 2. Controlled Release Tablets: 20-10-5.
 3. For lawns, provide fertilizer with percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4 percent phosphoric acid and 2 percent potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least 50 percent of nitrogen to be organic form.

2.3 Plant Materials

- A. Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
- B. Deciduous Trees: Provide trees of height and caliper scheduled or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed.
1. Provide balled and burlapped (B&B) deciduous trees.
 2. Container grown deciduous trees will be acceptable in lieu of balled and burlapped deciduous trees subject to specified limitations of ANSI Z60.1 for container stock.
- C. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub required.
1. Provide balled and burlapped (B&B) deciduous shrubs.
 2. Container grown deciduous shrubs will be acceptable in lieu of balled and burlapped deciduous shrubs subject to specified limitations for container grown stock.
- D. Coniferous and Broadleafed Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well balanced form complying with requirements for other size relationships to the primary dimension shown.
1. Provide balled and burlapped (B&B) evergreens.

2. Container grown evergreens will be acceptable, subject to specified limitations for container grown stock.

2.4 Ground Cover

- A. Provide plants established and well-rooted in removable containers or integral peat pots and with not less than minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.5 Grass Material

- A. Grass Seed: Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed mixture composed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified.
 - 1. "Schedule of Grass Seed Mixtures" is attached at end of this section.

2.6 Miscellaneous Landscape Materials

- A. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- B. Wrapping: Tree-wrap tape not less than 4 inches wide, designed to prevent borer damage and winter freezing.
- C. Stakes and Guys: Provide stakes of lodgepole pine, free of knot holes and other defects. Provide cinch-tie tree ties of UV resistant vinyl material. Cut top of poles off 3 inches above top tie after wrapped around tree.
- D. Root Barriers: DeepRoot UB 18-2 linear ribbed root barrier.

PART 3: EXECUTION

3.1 Preparation - General

- A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas before start of planting work. Make minor adjustments as may be required.

3.2 Preparation of Planting Soil

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- B. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
 - 1. "Schedule of Planting Soil Mixture Requirements" is attached at end of this section.

- C. For pit and trench type backfill, mix planting soil prior to backfilling, and stockpile at site.
- D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
 - 1. Mix Gypsum with dry soil prior to mixing of fertilizer.
 - 2. Prevent Gypsum from contacting roots of acid-loving plants.
 - 3. Apply phosphoric acid fertilizer (other than that constituting a portion of complete fertilizers) directly to subgrade before applying planting soil and tilling.

3.3 Preparation of Planting Beds

- A. Dig beds not less than 12 inches deep and mix with specified soil amendments and fertilizers.

3.4 Preparation for Planting Lawns

- A. Loosen subgrade of lawn areas to a minimum depth of 8 inches. Remove stones measuring over 1 inch in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
- B. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 12 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
 - 1. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 2 inches of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.
 - a. "Schedule of Planting Soil Mixture Requirements" indicating required rate of fertilizer application, is attached at end of this section.
- C. Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- E. Restore lawn areas to specified condition, if eroded or otherwise disturbed, after fine

grading and prior to planting.

3.5 Excavation for Trees and Shrubs

- E. Excavate pits, beds, and trenches as indicated and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
 - 1. For balled and burlapped (B&B trees and shrubs), make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill:
 - a. Allow for setting layer of planting soil mixture as shown on drawings.
 - 2. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- F. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- G. Fill excavations for trees and shrubs with water and allow water to percolate out prior to planting.

3.6 Planting Trees and Shrubs

- A. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- B. Set container grown stock, as specified, for balled burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- C. Dish top of backfill at trees to create mulch pit.
- D. Mulch pits, trenches, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades.
 - 1. Provide 2 inch thickness of mulch.
- E. Apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.

1. If deciduous trees or shrubs are moved when in full-leaf, spray with anti-desiccant at nursery before moving and spray again 2 weeks after planting.
- F. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- G. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
- H. Wrap tree trunks of 2 inches caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping.
- I. Guy and stake trees immediately after planting, as indicated.
- J. Mulch areas between trees and shrubs in planters; place not less than 2" thick.

3.7 Seeding New Lawns

- A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
- B. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to each other.
- C. Sow not less than the quantity of seed specified or scheduled.
- D. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with a fine spray.
- E. Protect seeded areas against erosion by spreading specified lawn mulch after completion of seeding operations. Spread uniformly to form a continuous blanket not less than 1/4 inch loose measurement over seeded areas.
- F. At Contractor's option, lawn areas may be hydroseeded in which case reduce soil mixture fertilizer to 5 lbs. per 1,000 sq. ft.
- G. At Contractor's option, lawn areas may be sodded.

3.8 Planting Ground Cover

- A. Space ground cover plants as indicated or scheduled.

- B. Dig holes large enough to allow for spreading of roots and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover crowns of plants with wet soils.
- C. Mulch areas between ground cover plants; place not less than 2 inches thick.

3.9 Maintenance

- A. Begin maintenance immediately after planting.
- B. Maintain trees, shrubs, and other plants until final acceptance, but in no case, less than following period:
 - 1. 60 days after completion.
- C. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
- D. Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.
 - 1. Seeded lawns, not less than 60 days after completion.
 - a. If seeded in fall and not given full 60 days of maintenance, or if not considered acceptable at that time, continue maintenance the following spring until acceptable lawn is established.
 - 2. Sodded lawns, not less than 30 days after completion.
- E. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

3.10 Cleanup and Protection

- A. During landscape work, keep pavements clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.11 Inspection and Acceptance

- A. When landscape work is completed, including maintenance, Landscape Architect will, upon request, make an inspection to determine acceptability.
 - 1. Landscape work may be inspected for acceptance in portions as agreeable to Landscape Architect, provided each portion of work offered for inspection is complete, including maintenance.
- B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

PART 4: SCHEDULE OF GRASS SEED MIXTURES

4.1 Seed

- A. La Prima Hybrid Bermuda

4.2 Sowing Rate

- A. Sow grass seed at the following rates:
 - 1. Sow mixture at not less than 7 lbs. per 1,000 sq. ft.

4.3 Mixture and application rate for hydroseeding shall be as follows:

7% seed	137 lbs./acre
75% mulch	1500 lbs./acre
12% fertilizer (60-20-20)	250 lbs./acre
6% tackifier	120 lbs./acre

PART 5: SCHEDULE OF PLANTING SOIL MIXTURE REQUIREMENTS

5.1 Mixture

- A. For planting beds and lawns, provide not less than the following quantities of specified materials:
 - 1. 100 lbs. of gypsum per 1,000 sq. ft.
 - 2. 20 lbs. of commercial fertilizer per 1,000 sq. ft.
 - 3. 50 lbs. of Terra-C-Humate per 1,000 sq. ft.

- B. For backfill for trees and shrubs, provide specified materials in not less than the following quantities:
1. 7 parts of screened topsoil, screen passing not larger than 1" in any direction.
 2. 3 parts of manure, shredded bark, or sawdust.
 3. Controlled release fertilizer tablets per manufacturer's recommendations.

PART 6: MEASUREMENT AND PAYMENT

6.1 Measurement

- A. Landscape work shall be included in the lump sum price paid for "***Repair Landscape and Irrigation In-Kind***" and no additional compensation will be allowed therefor.

6.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Landscaping as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

END

Section 03300
CONCRETE

PART 1: GENERAL

1.1 Work Included

- A. Work required under this section consists of furnishing all materials, supplies, equipment, tools, transportation, and facilities, and performing all labor and services incidental to furnishing and installing concrete work as described in this section of the Specifications, shown on the accompanying Plans, or reasonably implied therefrom, except as hereinafter specifically excluded. The work shall include, but is not necessarily limited to:
1. All form work including special forms as required for any special construction and/or to accommodate the work of others and removal of forms.
 2. All concrete reinforcements, placement, bending and forming thereof.
 3. All concrete and cement finishing, all surface treatment and curing including non-slip finishes.
 4. Installation of all reglets, bolts, anchors, cans, sleeves, column bolts, etc., whether furnished under this section or by others.
 5. The furnishing of all items required to be or shown on the Plans as embedded in concrete, which are not specifically required under other sections.
 6. Setting headers and screens, finishing, curing, and protecting concrete.
- B. Where prior inspection and test of materials are required, documentary evidence, in the form of test reports, shall be furnished prior to the time the material is incorporated into the work. All rejected material shall be promptly removed from the premises.

1.2 Defective Work

- A. Work considered to be defective may be ordered by the Engineer to be replaced in which case the Contractor shall remove and replace the defective work at his expense. Work considered to be defective shall include, but not be limited to, the following:
1. Kinks and bends in reinforcing which are not scheduled or indicated on the Plans, reinforcing improperly placed, or previously heated.
 2. Concrete in which defective or inadequate reinforcing steel has been placed.
 3. Concrete incorrectly formed, or not conforming to details and dimensions on the Plans or with the intent of these documents, or concrete the surfaces of which are out of plumb or level.
 4. Concrete below specified strength.
 5. Concrete containing wood, cloth, or other foreign matter, rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the Plans.

- B. The Engineer may consent to allow defective work to be corrected in cases where the construction schedule will not permit time for replacement. The Contractor shall, at his expense, make all such corrections and alleviation measures as directed by the Engineer.

PART 2: PRODUCTS

2.1 Concrete

- A. Concrete shall conform to Sections 73 and 90 of the Standard Specifications. Portland cement shall be Type II.
- B. Concrete for curbs, gutters, sidewalks, drive approaches, and ADA ramps shall contain not less than 505 pounds of Portland Cement per cubic yard of concrete with a minimum 28-day compressive strength of 2,500 psi. Slump at placement shall be 4" maximum.
- C. Concrete for manholes, drain inlets, junction boxes, and crosswalks shall contain not less than 590 pounds of Portland Cement per cubic yard of concrete with a minimum 28-day compressive strength of 3,000 psi. Slump at placement shall be 4" maximum.
- D. "Flyash" may not be substituted for specified cement.

2.2 Aggregate

- A. Aggregate for normal weight concrete shall conform to ASTM C-33. Aggregates shall be free of dirt, clay balls, roots, bark and other deleterious substances and shall be thoroughly washed before use.

2.3 Water

- A. Water shall be clean and free from injurious amounts of acids, alkalis, salts, oils, organic materials or other deleterious substances.

2.4 Rebar

- A. Rebar shall be ASTM designation A61 5, Grade 60. Bars shall be placed in accordance with the size and spacing shown on the Plans.
- B. Splicing of the bars shall be by lapping. Lapped splices shall be 36 bar diameters.
- C. All rebar on the vertical walls will be supported by metal chairs with plastic feet.
- D. Prior to placement of the concrete, the rebar shall be cleaned and free of all concrete, dirt, oil, mill scale, rust or other coatings that would reduce or destroy the bond.

- E. The Contractor shall notify the Engineer forty-eight (48) hours prior to the pour to inspect rebar placement.
- F. The Contractor shall supply six (6) sets of shop drawings for review and approval by the Engineer.
- G. The Contractor shall supply the Engineer with test samples of rebar. Sampling and testing will be performed by the City's testing agency. Tests will be paid for by the City.

2.5 Detectable Warning Surface (Truncated Domes)

- A. Detectable warning surface must be prefabricated, flush mounted, truncated dome panel that is in conformance with Caltrans Standard Plan A88A. The color of the detectable warning must be yellow complying with color no. 33538 of FED-STD-595.
- B. Submit manufacturer's descriptive data, color and texture samples, installation instructions, and warranty documentation. Submit 2 samples, each at least 6 by 6 inches.
- C. The manufacturer must provide a 5-year warranty for the detectable warning surface, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. Begin warranty period upon Contract acceptance.
- D. Deliver materials to the job site in the manufacturer's original and unopened containers that bear labels showing type of material. Package finished surfaces with protective wrappings to protect panels from residue before and during installation.
- E. Install securely under the manufacturer's installation instructions.

PART 3: EXECUTION

3.1 Subgrade Preparation

- A. Prepare subgrade to required grade and cross section. Remove soft or spongy basement material 6 inches below subgrade elevation for curbs, gutter depressions, and driveways and 3 inches below subgrade elevation for sidewalks and curb ramps. Backfill with earth, sand, or gravel to produce a stable foundation. Backfill shall be compacted to a relative compaction of 95 percent.

Apply water to subgrade under Section 17-3 of the Standard Specifications and thoroughly compact before placing concrete.

Verify the finished surface of the subgrade does not project into concrete cross section at any point by:

1. Means of a template supported on the side forms for fixed form method
2. Measuring from the offset guide line or survey marks for extruded or slip form methods.

3.2 Forms

- A. All forms shall be cleaned and a release agent applied each time they are used and shall be so constructed and set as to resist without springing or settlement of the pressure of the concrete and the placing operations.
- B. In designing forms and falsework, the concrete shall be treated as a liquid weighing at least 150 lbs. per cubic foot for vertical loads and not less than 85 lbs. per cubic foot for horizontal pressure. The design of the forms and falsework system shall include allowances for temporary construction loads. The rate of placement of concrete shall be so regulated that the pressures caused by the wet concrete will not exceed the designed form pressure. The unsupported length of wooden columns and compression members shall not exceed 30 times the width of the least side.
- C. All forms shall be set and maintained in true alignment, grade and section until the concrete has sufficiently set. The interior surfaces of forms shall be adequately treated with an acceptable material to insure non-adhesion of mortar. All forms shall be mortar-tight. When forms appear to be unsatisfactory in any way, concrete placement shall be stopped until the defects have been corrected.
- D. Metal tie rods or anchorages within the forms shall be fitted with suitable cones or comparable devices. Metal tie rods or anchorages shall be removed to a depth of 1" from the surface without injury to the concrete. All fittings for metal ties shall be of such design that upon their removal, the cavities which are left will be of the smallest possible size, but of sufficient diameter to allow the cavity to be "dry packed" with cement mortar. The cavities shall be filled with cement mortar and the surface left sound, smooth and even.
- E. Form release agent must be potable, and leave behind a paintable concrete surface. Burke Release #1 or an approved equal is acceptable. The Contractor shall supply information on the release agent prior to application. The release agent shall be applied to the form so that absolutely no agent comes in contact with the rebar.

3.3 Placing

- A. All concrete shall be placed before it has taken its initial set and shall be placed in horizontal layers and in such a manner as to avoid segregation. The concrete adjacent to the forms and joints shall be thoroughly vibrated with an internal vibrator operating at not

less than 4,500 vibrations per minute. Pumping equipment should be of suitable type, without Y-sections, and with adequate pumping capacity. Loss of slump in pumping should not exceed 1-1/2". Concrete shall not be dropped more than 5 feet vertically.

- B. A slurry of concrete consisting of the normal mix minus 1/2 the coarse aggregate will be placed to a depth of approximately 6" in the bottom of the form, the length of the wall, prior to placing the remainder of the concrete.

3.4 Curing

- A. Exposed concrete surfaces shall be protected from premature drying by covering as soon as possible with canvas, plastic sheets with sealed joints, burlap, sand or other satisfactory materials and kept continuously moist; or, if the surfaces are not covered, they shall be kept continuously moist by flushing or sprinkling. Curing shall continue for a period of not less than 7 days after placing the concrete. The surfaces of the concrete walls will be cured by leaving the forms securely fastened in place for a minimum of 7 days. If curing compound is used, it must be nontoxic and taste and odor free, and provide a paintable concrete surface. Burke Release #5-X NU or an approved equal is acceptable. If curing compound is used, two (2) applications will be made for even coverage. Curing methods must be approved by the Engineer. Approval of type and amount will be required by the Engineer prior to use.

3.5 Finishing

- A. All vertical concrete surfaces exposed in the completed work shall be given an ordinary finish. An ordinary finish is that finish left by the removal of the forms, after all holes caused by form ties, trapped air and all other defects are repaired. The finished surface shall be true and even, free from all stone pockets, depressions or projections beyond the surface.
- B. Defective and honeycombed surfaces shall be chipped back to such a depth to expose solid concrete. The surface shall be dampened and coated with a bonding agent and packed with mortar.
- C. A ten foot straightedge shall be used to cut high spots from the surface of the plastic concrete. A ten foot 'floating' straightedge shall be used to remove any unevenness from the surface.

3.6 Testing

- A. Testing of concrete shall be as required by the Engineer in accordance with ACI 301, Chapter 16. All cost of initial testing will be paid by the City unless otherwise noted. All retesting of concrete required because of a failure to meet these Specifications shall be at the expense of the Contractor. The Contractor shall notify the Engineer 24 hours (1

working day) prior to concrete placement. The form work and rebar placement shall be approved by the Engineer prior to ordering concrete.

3.7 Watertightness of Concrete Work

- A. It is the intent of this Specification to secure for every part of the work, concrete and grout of homogenous structure, which when hardened will have the required strength, watertightness, and resistance to weathering.
- B. It is recognized that some surface hairline cracks and crazing will develop in the concrete surfaces. Construction, contraction, and expansion joints have been positioned in structures, and curing methods specified, for the purpose of reducing the number and size of these expected cracks, due to the normal expansion and contraction expected from the specified concrete mixes. Class B concrete shall be watertight. Cracks which develop in walls or slabs shall be repaired. Cracks which show any signs of leakage shall be repaired until all leakage is stopped.
- C. Visible cracks, other than hairline cracks and crazing, in the following areas shall be pressure grouted with low viscosity epoxy as specified herein as Epoxy Injection System: floors and walls of water bearing structures; walls and overhead slabs of passageways or occupied spaces, the outside of which are exposed to weather or may be washed down and are not specified to receive a separate waterproof membrane; slabs over water channels, wet wells, reservoirs, and other similar surfaces not specified to receive a separate waterproof membrane.
- D. Walls or slabs, as above, that leak or sweat because of porosity or cracks too small for successful pressure grouting, shall be sealed on the water or weather side by coatings of a surface sealant system, as specified elsewhere herein.

3.8 Finishes

A. Schedule of Finishes

<u>ELEMENT</u>	<u>FINISH</u>
Walls: Exposed walls to include structure interiors and exteriors	Grout cleaned finish
Walls not exposed	Rough or board form finish
Exposed slabs	Troweled finish with concrete sealer
Curbs, Gutters, Sidewalks and Crosswalks	Light broom finish
Ramps and Driveway Approaches	Medium broom finish

B. Rough or Board Form Finish

Rough or board form finish surfaces shall be true to line and plane with no specific requirements for selected facing materials. Tie holes and defects shall be patched and fins shall be rubbed down with wooden blocks. Otherwise, surfaces shall be left with the texture imparted by the forms.

C. Grout Cleaned Finish

After the concrete, still freshly hardened, has been pre-dampened, a slurry consisting of 1 part cement (including an appropriate quantity of white cement) and 1-1/2 parts sand passing the No. 16 sieve, by damp loose volume, shall be spread over the surface with clean burlap pads or sponge rubber floats. Any surplus shall be removed by scraping and then rubbing with clean burlap. The finish shall be cured in an approved manner.

D. Troweled Finish

Where a troweled finish is specified, the surface shall be finished first with power floats, then with power trowels, and finally with hand trowels. The first troweling after power floating shall be done by a power trowel and shall produce a smooth surface which is relatively free of defects but which may still contain some trowel marks. Additional troweling shall be done when a ringing sound is produced as the trowel is moved over the surface. The surface shall be thoroughly consolidated by the hand troweling operations. The finished surface shall be free of any trowel marks, uniform in texture and appearance.

- E. Broom or Belt Finish

Sidewalk slabs, shall be given a coarse transverse scored texture by drawing a broom or burlap belt across the surface. This operation shall follow immediately after floating.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Curb and gutter shall be included in the per lineal foot price paid for "***Construct City Std. 30" Curb and Gutter***" and no additional compensation will be allowed therefor.
- B. Type A1-6 curb shall be included in the per lineal foot price paid for "***Construct Caltrans Standard Type A1-6 Curb***" and no additional compensation will be allowed therefor.
- C. Residential drive approaches shall be included in the per each price paid for "***Construct City Standard Residential Drive Approach***" and no additional compensation will be allowed therefor.
- D. Alley approaches (including curb) shall be included in the per square foot price paid for "***Construct Alley Approach***" and no additional compensation will be allowed therefor.
- E. Case "A" curb ramps (includes detectable warning surface) shall be included in the per each price paid for "***Construct Caltrans Case "A" Curb Ramp***" and no additional compensation will be allowed therefor.
- F. Case "C" curb ramps (includes detectable warning surface) shall be included in the per each price paid for "***Construct Caltrans Case "C" Curb Ramp***" and no additional compensation will be allowed therefor.
- G. Concrete sidewalk shall be included in the per square foot price paid for "***Construct 4" Thick Concrete Sidewalk***" and no additional compensation will be allowed therefor.
- H. Catch basins shall be included in the per each price paid for "***Construct City Std. Type "A" Catch Basin***" and no additional compensation will be allowed therefor.
- I. Storm drain manholes shall be included in the per each price paid for "***Construct City Std. 48" Storm Drain Manhole***" and "***Construct City Std. 60" Storm Drain Manhole***" and no additional compensation will be allowed therefor.
- J. Sanitary sewer manhole shall be included in the per each price paid for "***Construct City Std. 48" Sewer Manhole***" and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Concrete contract items as listed above, as shown on the Plans, as specified in these Technical specifications and as directed by the Engineer.

END

Section 10100
SIGNING, STRIPING, AND MARKINGS

PART 1: GENERAL

1.1 Related Documents

- A. Plans and General Provisions of Contract, including Special Provisions and Technical Specification Sections, apply to work of this section.

1.2 Roadside Signs

- A. All details and dimensions for roadside signs and the installation thereof shall conform to the current State of California Department of Transportation's Sign Specifications, Standard Specifications, Standard Plans, and the California Manual of Uniform Traffic Control Devices (CA MUTCD).
- B. Roadside signs shall be installed at the locations shown on the Plans, or where directed by the Engineer, and shall conform to the provisions in Section 56-2, "Furnish Sign Panels", and Section 56-4, "Roadside Signs", of the State Standard Specifications and these special provisions.
- C. All sign faces shall consist of high intensity reflective sheeting, including anti-graffiti film coating (Coating 3M film, or equal). Aluminum plates 0.080 thickness.
- D. Sign posts shall be 2-inch square "Telespar", 14 gauge galvanized steel, or approved equal. The sign posts shall be painted with dark green industrial paint. Sign posts shall be primered prior to painting.
- E. Where the plans indicate the removal of an existing traffic sign from an existing post holding multiple signs, when the top sign is removed, the Contractor shall raise the remaining signs to the top of the existing post.
- F. If the plans call out a new traffic sign post within 20' of an existing sign post, street light pole, or traffic signal pole, the Contractor shall call it to the attention of the project inspector and determine if that traffic sign can be mounted on the existing post, street light pole, or traffic signal pole. Every effort shall be made to reduce the number of new traffic sign posts within the project limits. Signs mounted on street light poles or traffic signal poles shall be mounted with "Band-it Type" 3/4-inch stainless steel strapping material.
- G. Existing roadside signs and posts, at locations shown on the Plans, shall be removed, relocated, disposed of, or salvaged as shown on the plans or as directed by the Engineer.
- H. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

- I. For decorative stop signs and street name signs see Section 02870, "Street Furnishings", for specifications.

1.3 Preformed Thermoplastic Pavement Markings and Delineations

- A. This work shall include crosswalks lines, limit lines, legends, arrows, and bike lane symbols.
- B. The manufacturer of the product shall be from Caltrans' Prequalified and Tested Signing and Delineation Materials list for Preformed Thermoplastic (Heated in place) Striping and Pavement Marking Materials.
 - a. Ennis-Flint, "Premark Plus"
 - b. Alta Traffic Solutions, "Alta All-Season", Series 100 (White Only)
 - c. Or approved equal.
- C. Existing pavement markings shall be removed by lightly grinding.
- D. Crosswalk lines shall be 12" wide, solid white in accordance with Section 84 of the Standard Specifications.
- E. Contractor shall furnish the necessary control points for all markings, and shall be responsible for the accuracy and completeness to the satisfaction of the Engineer.
- F. Existing markings shall be removed prior to installing new markings, but in no case shall any section of street be left without the proper markings.

1.3

1.4 Traffic Stripes

- A. This section shall be applied to all longitudinal traffic stripes that are not listed in Section 1.2 above.
- B. All traffic stripes shall be thermoplastic material with glass beads. Paint for Traffic Stripes and Markings shall comply with Section 84-1.01, "General"; 84-1.02, "Materials"; 84-1.03, "Construction"; 84-2.01, "General"; 84-2.02, "Materials"; and 84-2.03, "Construction" of the Standard Specifications and these special provisions.
- C. Existing traffic stripes shall be removed by lightly grinding.
- D. All details and dimensions for traffic stripes shall conform to the Caltrans Standard Plans and Specifications.
- E. Contractor shall furnish the necessary control points for all striping, and shall be responsible for the accuracy and completeness to the satisfaction of the Engineer.

- F. Spotting shall be completed prior to the removal of any stripes. Existing stripes shall be removed prior to installing new stripes and markings, but in no case shall any section of street be left without the proper stripes and markings.
- G. Pavement Markers shall comply with Section 85, “Pavement Markers”, of the Standard Specifications and these special provisions.

1.5 Imprinted Thermoplastic Pavement Marking System

- A. This work shall include crosswalks.
- B. Manufacturers:
 - a. Ennis-Flint, “Imprinted Thermoplastic Pavement Marking System”
 - b. Or approved equal.

1.6 Curb Painting

- A. Curb Painting: Curbs shall be painted as shown on the plans. Both the top of the curb and the face of the curb shall be painted.
- B. Curbs shall be clean and dry prior to painting. Contractor shall remove existing curb paint by scraping or grinding prior to application of new paint.
- C. Curbs shall be painted Red, Grey, or Green, as shown on the plans. Curb paint shall be applied by spraying methods approved by the Engineer.
- D. Curb paint shall be Ennis-Flint Paint, EF Series, water based, fast dry, Traffic Paint, or approved equal. Curbs do not require reflective qualities.

PART 2: MATERIALS

2.1 Preformed Thermoplastic Pavement Markings and Delineations

- A. Material: Must meet the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state.

2.2 Preformed Thermoplastic Pavement Markings and Delineations

- A. Material: The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state.

PART 3: EXECUTION

3.1 Application of Preformed Thermoplastic Pavement Markings and Delineations

- A. Road surface shall be free of moisture, grease, loose dirt or particulate matter, or other substances which may hinder the mechanical bond to the surface. After installation is complete, the thermoplastic should be allowed to cool sufficiently so as to not incur structural deformation, compression, movement, or dirt pick-up.
- B. Installation of the preformed thermoplastic pavement markings and delineations shall follow manufacturer's requirements.
- C. Technical Services: The successful bidder shall provide technical services as required.
- D. Performance: The preformed thermoplastic markings shall meet state specifications and be approved for use by the appropriate state agency.

3.2 Application of Thermoplastic Traffic Stripes

- A. Application: Thermoplastic traffic stripes shall be applied in compliance with Section 86-2.03, "Construction", of the Standard Specifications and these special provisions.

3.3 Application of Imprinted Thermoplastic Pavement Marking System

- A. Road surface shall be free of moisture, grease, loose dirt or particulate matter, or other substances which may hinder the mechanical bond to the surface. After installation is complete, the thermoplastic should be allowed to cool sufficiently so as to not incur structural deformation, compression, movement, or dirt pick-up.
- B. Installation of the imprinted thermoplastic pavement markings and delineations shall follow manufacturer's requirements.
- C. Technical Services: The successful bidder shall provide technical services as required.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Installation and removal of roadside signs, pavement markings, traffic stripes, and curb paint shall be included in the lump sum price paid for "**Signing, Striping and Marking Modifications**" and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation shall include furnishing labor, materials, tools, equipment and incidentals for doing all work involved in the signing, striping, and marking contract items

as listed above, as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer.

END

Section 16010
ELECTRICAL SYSTEMS

PART 1: GENERAL

1.1 Summary

- A. This Specification Section 16010 refers to work shown on the Electrical Plans.

1.2 Work Included

- A. Contractor shall furnish and install the electrical system as shown on the electrical plans. This work consists of furnishing all materials, supplies, equipment, tools, transportation, and facilities, and performing all labor and services incidental to furnishing and installing the electrical system.

PART 2: MATERIALS

2.1 Materials

- A. See electrical plans for materials list.

PART 3: EXECUTION

3.1 Installation

- A. Installation of electrical systems shall meet all codes and standards. See electrical plans for details.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Electrical work shall be included in the per lump sum price paid for "***Furnish and Install 150 Watt Street Light***" and no additional compensation will be allowed therefor.

4.2 Payment

- A. Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in general electrical contract items as listed above, as shown on the Plans, as specified in these Technical specifications and as directed by the Engineer.

END

SECTION SP1 - SPECIAL PROVISIONS

SP1.01 DEFINITION OF TERMS

For the purpose of this Contract, the following terms or pronouns in place of them, shall be interpreted as follows:

- | | |
|---|--|
| A. OWNER | City of Dinuba acting through the City Council or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them. |
| B. ENGINEER | The City Engineer of the City of Dinuba, acting within the scope of the particular duties entrusted to them. The Consulting Engineer is the firm of Yamabe & Horn Engineering, Inc. |
| C. CONTRACTOR | The party or parties of the second party in the Contract for the construction of the work herein specified. |
| D. LABORATORIES | Any recognized commercial testing laboratory designated by the City of Dinuba to test materials and work involved in the Contract. |
| E. STANDARD
DRAWINGS | The Standard Drawings of the City of Dinuba. |
| F. STATE STANDARD
SPECIFICATIONS
AND PLANS | Standard Specifications and Plans of the State of California, Department of Transportation, latest edition. |
| G. PLANS | The detail drawings or exact reproductions which show location, character, layout, dimensions, and details of the construction under the contract. |
| H. PERMITS | The Contractor shall be solely responsible for paying all necessary permit fees and shall pay for all application costs and/or inspection fees associated with such permits. The requirements of all permits shall become a part of these specifications. |
| I. SAFETY | In accordance with accepted construction practices, the Contractor shall be solely responsible for safety at the job site including the safety of all persons and property in the performance of work. This requirement shall apply continuously and shall not be limited to normal working hours. |
| J. BID PACKAGE | All bid and contract documents, plans and drawings, specifications, and special provisions. |

- K. BIDDER Any individual, firm, partnership, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- L. DEPARTMENT Public Works Department of the City of Dinuba.

SP1.02 BID PROPOSAL FORMS

Reference is made to Section 1 of these Specifications. Each bidder shall use the standard bid proposal form furnished by the Owner which, when filled out and executed, shall be submitted as his or her bid. Bids not presented on forms so furnished will be disregarded. All proposals shall give the prices proposed, both in writing and in figures in the respective spaces provided and shall be signed by the bidder who shall fill out all blanks in the proposal form as therein required.

All proposals shall be submitted, as in the Notice Inviting Bids under sealed cover, plainly marked as a proposal and identifying the project to which the proposal relates and the date of the bid opening therefore. Proposals which are not properly marked may be disregarded.

SP1.03 SCOPE OF WORK

The Scope of Work includes the installation and construction of street improvements.

SP1.04 LOCATION OF WORK

Randle Avenue from East Sierra Way to East Park Way in the City of Dinuba.

SP1.05 BEGINNING OF WORK AND THE TIME OF COMPLETION

The Contractor shall begin work within fifteen (15) calendar days of the date of the "Notice to Proceed" and shall diligently prosecute all contract work to completion before the expiration of **105 working days** from the date of Notice to Proceed. Working days shall be based upon the Caltrans 5-day Construction Workday Calendar.

The Contractor shall not proceed with any work until receiving a "Notice to Proceed", but may order the materials necessary for construction immediately after the contract documents have been signed by all parties.

Liquidated damages shall be **Five Hundred Dollars (\$500.00)** per day for each and every working day of delay in completing the total work under this Contract. Time of Completion as specified will be enforced. Liquidated damages will be deducted from final payments based upon working days delay in completion of the project.

SP1.06 HOURS OF WORK

Construction operations may proceed during the hours of 7:00 A.M. to 7:00 P.M. only.

SP1.07 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference shall be held in accordance with the provisions in Section 8.05 of these Specifications. Prior to the start of construction, a meeting shall be called by the Engineer with the Contractor, subcontractors, and interested agencies affected by the work, to discuss the proposed work.

The Contractor shall present a proposed construction schedule at this meeting. The schedule shall be in the form of tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting dates of various activities, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under this contract within the specified time and in accordance with these Special Provisions. The Contractor shall also furnish a list of notices to residents per Section 8.06 of these Special Provisions and plans showing proposed traffic control during construction. The Contractor shall also furnish upon request, any and all material compliance certifications.

At this meeting, the Contractor shall also furnish to the Engineer an emergency availability list, which lists persons, together with their addresses and home telephone numbers, who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

SP1.08 NOTICE TO RESIDENTS

In accordance with Section 8.06 of these Specifications, the Contractor shall notify, in writing, the property owners and tenants when construction work is to begin and shall keep property owners and tenants informed as to the progress of the work and expected time of completion. Copies of the written notices shall be forwarded to the City for the City's files. Any street closures will require the approval of the Director of Public Works. The Director of Public Works shall be notified ten (10) days in advance of any requested street closures.

Full compensation for providing access to property and all provisions of this section shall be considered as included in prices bid for the various items of work and no separate payment shall be made therefore.

SP1.09 CERTIFICATES

Reference is made to Section 5.04 of these Specifications. The Contractor shall submit to the Engineer three (3) certified copies of the reports from the company supplying the product or material, stating the product or material delivered to the work complies with the Specifications. The certificate shall be presented to the Engineer for review prior to use of the product or material in the work. No additional payment shall be made for furnishing certificates and costs incurred shall be included in the amount bid for the other various items of work.

SP1.10 PERMITS AND LICENSES

All permit and licenses shall be obtained by the Contractor in accordance with Section 4.02 of these Specifications. The Contractor shall obtain permits from the State Division of Industrial Safety, Encroachment Permit from the City of Dinuba in the amount of \$49,900, County

of Tulare and/or Caltrans (if required), and any other permit that may be required by the work or as required by law, prior to commencing any excavation within any street, with no additional compensation therefore. The contractor and his subcontractors shall secure a City of Dinuba business license prior to starting any work. The annual Business License fee is \$79.25.

SP1.11 CHANGES IN BID QUANTITIES

Reference is made to Section 1.12 of these Specifications and Section 4-1.05 of the State Standard Specifications. The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease or to omit any item or portion of the work as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of the contract time, if any, and in the basis of compensation for such work. A contract change order will not become effective until approved by the Engineer and the Contractor.

Upon receipt of an approved change order, the Contractor shall proceed with the work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order.

SP1.12 PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or Local government, including without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Owner as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this contract.

SP1.13 INTENT OF THE PLANS & SPECIFICATIONS

Reference is made to Section 3 of these Specifications. The intent of the plans and specifications is to describe the details of the performance and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only the best workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and to do the work involved in executing the contract in a satisfactory and workman like manner.

SP1.14 INTERFERENCE WITH EXISTING SURFACE FEATURES

Reference is made to Section 3 of these Specifications. Where new construction is interfered with by existing surface features that are not called out to be relocated, the Contractor

shall bring such interferences to the attention of the Engineer. After review of the situation, the Engineer shall direct the Contractor how to work around the obstructing feature or remove and/or reconstruct same.

SP1.15 PRESERVATION OF PROPERTY

The removing, relocating, salvaging, and reinstalling of various street facilities, not specified to be permanently removed, shall conform to the provisions of Section 7.06 of these Specifications.

All existing traffic signs, barricades, posts, mailboxes, delineators, and etc., not specified to be permanently removed, which interfere with construction shall be removed, relocated, salvaged, and reinstalled as directed by the Engineer. All other miscellaneous street facilities within the street right-of-way shall remain unless otherwise noted on the plans.

Full compensation for removing, relocating, salvaging, and reinstalling all the various street facilities, not specified to be permanently removed, including any earthwork involved, shall be included in the unit price bid for the various items of work and no additional payment will be made therefore.

SP1.16 EXISTING UTILITIES

Reference is made to Section 6 of these Specifications.

The Engineer has made a diligent attempt to show on the Construction Drawings all the pertinent utilities which may affect the work. The exact depths of the existing utilities are unknown and are shown at their approximate depth in profile view. The Contractor shall exercise extreme caution in excavating for this project and shall protect existing utilities from damage, inasmuch as their exact location is unknown until exposed by the excavation.

Hand excavating shall be employed where necessary to safely expose existing utilities.

The Contractor shall notify all utility companies of intention to excavate forty-eight (48) hours prior to starting work. Call USA (811).

SP1.17 LIMITS OF WORK AND SETTING STAKES

Precise alignment and limits of work will be designated in the field by the Engineer. The City will provide one set of line and grade stakes and markers needed for each portion of this project. "Blue Topping" or other to-grade staking, if required by the Contractor, shall be provided at the Contractor's sole expense. The Contractor shall give forty-eight (48) hours notice when he requests service of the City for stake setting or for laying out work. The Contractor shall preserve all stakes and shall be liable for any expense incurred in replacing said stakes.

SP1.18 INSPECTION

The City of Dinuba will have primary inspection responsibility and will conduct the day to day inspection. The Contractor will be responsible for coordinating inspections with the City.

SP1.19 COMPACTION TESTS

Reference is made to Section 5 of these Specifications. Where compaction percentage is mentioned in these Specifications or on the Plans, it shall mean relative compaction with optimum moisture (dry weight basis) in accordance with State of California Department of Transportation Test Method No. California 216. The Contractor shall give notice to the Engineer two (2) working days in advance of when he desires that the required compaction test be taken and the first series of tests will be taken at the expense of the City. Any further tests needed to check areas necessarily recompacted because of failure to pass the original test shall be at the expense of the Contractor. The Engineer shall specify the locations where compaction tests are to be made. Test must be within 2% of optimum moisture content to be considered passing.

SP1.20 MOBILIZATION AND DEMOBILIZATION

Mobilization and demobilization shall include all labor, tools, equipment, materials and transportation necessary for the moving onto and off of the construction site, insurance, overhead, and cost of work not specifically included in any other Contract item.

The lump sum price paid for "MOBILIZATION" shall be full compensation for the work as described in this section and no additional compensation will be made therefore. Payment for this item shall be made in proportion to payment made on the total of the other items of work contained in the Bid Schedule and shall be subject to the retention requirements.

SP1.21 CLEANUP

Reference is made to Section 2.06 of these Specifications. The Contractor shall clean up and dispose of all excess materials and other debris in any right-of-way or ground occupied by him/her, and shall restore utilities and improvements on public or private property which have been damaged by his operations. A final walk-through inspection will be made by the City prior to final acceptance of the project.

The Contractor shall provide any interim clean-up measures necessary to minimize any dust nuisance to the public. Any cleanup measure ordered by the Engineer shall be promptly and immediately carried out. If conditions warrant, the Engineer may employ other forces to eliminate or prevent the dust nuisance. The full cost therefore shall be deducted from any monies owed the Contractor.

Full compensation for interim and final clean-up shall be included in the unit prices bid for the various items of work, and no additional payment will be made therefore.

SP1.22 AS-BUILT RECORDS

The contractor shall keep an accurate record of all changes in horizontal alignment, type, or location of improvements on the approved plans by neatly marking the changes on set of construction plan blueines. Said blueines shall be submitted to the City for review prior to project acceptance and shall become the property of the City if approved. As-built blueines shall be in good condition, free of tatters, soil marks, etc., when submitted for City review.

In the event the Contractor provides his own surveying to set vertical control and grade, then any changes to vertical elevations of improvements shall also be marked on the plans.

Full compensation for keeping this "as-built record" shall be included in the amount bid for the various items of work and no separate payment will be made therefore.

SP1.23 TRAFFIC CONTROL

Reference is made to Section 7.15 of these Specifications. Reference is also made to Section 12 of the State Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 12. Traffic control shall be provided in accordance with the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD), and the applicable State Standard plans, issued by the State of California, Department of Transportation. Payment shall be included in lump sum bid for Traffic Control.

The Contractor shall prepare and submit to the City of Dinuba, a traffic control plan indicating the means and methods he will employ to institute and maintain traffic control for all phases of the work within the project. The traffic control plan shall be submitted to the City of Dinuba a minimum of 5 working days prior to beginning construction.

The Contractor shall notify all of the residents and businesses along the project of his intentions to construct the street in front of their property. The contractor shall provide them with a schedule that will tell them when their driveways will be closed. No driveway shall be closed between the hours of 5 p.m. and 7 a.m. All driveways shall be open and passable during these hours. The notices to the residents shall be given at least 24 hours before their driveways will be closed.

The Contractor shall also notify the Dinuba Fire Department, Dinuba Police Department, and the Dinuba Public Works Director, at least 24 hours in advance of the proposed closure of any lanes of traffic.

All signing, detouring, and barricading shall conform to the latest edition of the CA MUTCD. All signs shall be reflectorized for night time visibility.

One-way traffic shall be controlled through the project in accordance with the CA MUTCD and State Standard Plan T13, entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways." At all times when there is only one lane open to traffic, the Contractor shall provide personnel to control the traffic through that part of the project. These personnel shall have the directing of traffic as their only construction-related responsibility. No street shall be completely closed to through traffic unless a detour has been prepared by the Contractor and approved by the City Engineer, County of Fresno, and/or Caltrans (if applicable).

All costs related to the above construction management procedures shall be considered to be included in the amount bid for Traffic Control and no additional payments will be made therefore.

SP1.24 PUBLIC SAFETY

Reference is made to Section 7.15 of these Specifications. In addition to any other measure taken by the Contractor pursuant to the provisions of Section 7-1.04, of the State Standard Specifications, the Contractor shall install temporary railing (type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- A. Excavations. - Any excavation the near edge of which is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than one foot deep.
 - 3. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 4:1.
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles. - Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas. - Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

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

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

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

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

Suspended loads or equipment shall not be moved or positioned over public traffic or pedestrians.

This contract is regulated by Title 29, Chapter 17, Part 1910 of the Federal Labor Code, the Williams-Steiger occupational Safety and Health Act of 1970, additions on the code, the California Industrial Safety Code and Construction Safety Orders.

Whichever regulation is most stringent will be the regulation which governs. Payment for all safety measures used shall be included in the various items of work and no additional payment will be made therefore.

SP1.25 WATERING

Furnishing and applying water shall conform to the provisions in Section 7.09 and 7.16 of these Specifications.

Water for this project will be supplied from a City approved source at locations determined by the City Engineer at no cost to the Contractor. The Contractor shall furnish all necessary equipment to load and transport water to the job site. If a fire hydrant is approved the Contractor shall obtain a water metering device from the City of Dinuba Corporation yard at no cost for the duration of the Contract and the Contractor will be held responsible for the proper use of facilities and be subject to applicable penalties.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in developing water supply and furnishing and applying water shall be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made therefore.

SP1.26 DUST CONTROL

Dust control shall be provided in accordance with Section 10-5 of the State Standard Specifications and Section 7.16 of these Specifications.

SP1.27 EROSION AND SEDIMENT CONTROL

The Contractor shall utilize Best Management Practices (BMP) to insure erosion and sediment control to inhibit the dislodging and transporting of soil particles by water or wind,

including actions that limit the area of exposed soil and minimizing the time the soil is exposed. The Contractor shall employ Storm Water Pollution Control Measures to include, as a minimum, the installation, maintenance, inspection, and repair of BMPs in accordance with the Water Pollution Control Plan (WPCP), if included as part of the plan set.

SP1.28 REMOVAL AND STORAGE OF EXCAVATION SPOILS

Reference is made to Section 11 of these Specifications. Excess excavation materials, including asphalt and concrete shall be disposed of at an appropriate disposal site at the expense of the contractor. Other materials such as trash, tree roots, pipe and any other material not suitable for normal excavation and backfill shall also be removed from the site to a suitable disposal site at the expense of the Contractor.

SP1.29 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

In conformance with Section 25914.2 of the Health and Safety Code, removal of asbestos or hazardous substances, including exploratory work to identify and determine the extent of the asbestos or hazardous substance, will be performed by separate contract, when the presence of asbestos or hazardous substances is not disclosed in the bid or contract documents .

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

SP1.30 DAMAGES BY ACT OF GOD

Notwithstanding any other provision agreed upon in connection with the construction of this project, the Contractor shall not be responsible for damage to the project, which damage is determined to have been proximately caused by an act of God and exceeds 5% of the contracted amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the Plans and Specifications of the Owner. As used in the paragraph, "act of God" shall have the meaning provided in subdivision (b) (2) of Section 7105 of the Public Contract Code.

SP1.31 CONTRACT

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may

have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.

Disputes between the Owner and the Contractor must be resolved pursuant to the procedures set forth in Section 20104 and following of the Public Contract Code. If early resolution is not reached, the procedures require mediation and mandatory arbitration.

SP1.32 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Subchapter 5 of Division 4 of Title 2, California Code of Regulations (2 CCR Section 11105) and Government Code Section 12990.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.021(2), "Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more. The Nondiscrimination Clause provides as follows:

(1) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(2) This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990)

SP1.33 PREVAILING WAGE

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file with the City Clerk, City of Dinuba, 405 E. El Monte Way, Dinuba, California, or on the State of California Department of Industrial Relations website at www.dir.ca.gov/dirdatabases.html, and are incorporated herein by reference. These wage rates are not included in the Bid Proposal for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

SP1.34 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future State and Federal laws and County and Municipal Ordinances and Regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the Owner and Engineer, and all of its employees and their officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees, if any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation.

SP1.35 FAIR LABOR STANDARDS ACT

The attention of bidders is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in City construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060), as applicable.

APPENDIX A

LABOR COMPLIANCE & CONTRACT LANGUAGE

Department of Housing & Community
Development - CDBG Program
Labor Compliance & Contract Language

CITY OF DINUBA
State Contract No. 15-CDBG-10560
Randle Avenue Construction Project

Labor Compliance Contact

ADAMS ASHBY GROUP

770 L Street, Suite 950

Sacramento, CA 95814

(916) 449-3944 p

(916) 449-3934444 f

pashby@adamsashbygroup.com

ladams@adamsashbygroup.com

MARCH 2018

CONTRACT ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract and all sub-contracts associated to this contract. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance. Copy of this page and all required forms must be provided to compliance officer prior to construction commencing (Required for both General and Subcontractors).

Attached	Form	Who	Page
	Contract Acknowledgement	All contracts	This page
	Non-Debarment Certification	Contracts \$100,000 or more	28
	Certification of Understanding and Authorization	All contracts	29
	Contractor's/Subcontractors Labor Standards and Prevailing Wage Requirements	All Contracts	30
	Section 3 Assurances	Contracts \$100,000 or more	32-36
	Wage Determination Chart	All Contracts	37
	Copies of all contracts with subs employed on this job	All	-
	Proof of SAM.GOV Registration Active Account	General Only	-

At the time of progress payment by the General Contractor to the Agency, the following documents shall be submitted by the General and all subcontractors to Adams Ashby Group for all work performed:

- ☐ PW26 or similar Fringe Benefit Statement form
- ☐ DAS 140 Form for each required craft employed on the project
- ☐ DAS142 Request to train apprentices
- ☐ BAT Certification for all apprentices on project
- ☐ CAC Payments will be reviewed and may need to be submitted as requested
- ☐ List of Employees and Hire Dates for General and all Sub-contractors

By signature below you acknowledge you have read and understand the provisions included in this document, will ensure the provisions are included in all contracts and sub contracts connected to the project, and shall comply as outlined.

Signature: _____

Date: _____

DUNS _____

EIN _____

Address: _____

Phone: _____

Email: _____

Other: _____

PROVISIONS / REQUIREMENTS

1. No money under this contract shall be disbursed by the Contractor to any Subcontractor or agency except pursuant to written contract which incorporates the conditions listed herein to the extent they are applicable.
2. **Certification, Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions** *This section is applicable to all contracts and subcontracts over \$100,000. No contract shall be made to parties on the List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension."* (Required by the regulations implementing Executive Order 12549 and Executive Order 12689), Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of May 26, 1988 Federal Register (p. 19160 – 19211). Complete the form included under Attachment A ;
3. **Conflict of interest** Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.
4. **Access of Records and Retention of Records**
This section is applicable to all Contracts and Subcontracts.
 - (A) **Access to records.** The City/County, sub grantee, Federal grantor agency, The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, Office of the Inspector General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor or Subcontractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract . Such access shall be granted at any time during normal business hours and as often as deemed necessary.
 - (B) **Documentation of costs.** All cost shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, purchase orders, or other accounting documents. All documents pertaining in whole or part of this contract shall be clearly identified and readily available.
 - (C) **Record Retention.** All required records must be maintained by the contractor for a period of five years after the grantee makes final payments and to all other pending matters are closed.

5. **Equal Opportunity Provisions**

This section is applicable to all Contracts and Subcontracts.

- (A) Minority Business Enterprise** (Executive Orders 11625 "Prescribing Additional Arrangements for Developing and Coordination a National Program for Minority Business Enterprise," dated October 13, 1971 and 12432 "Minority Business Enterprise Development," dated July 14, 1983) and **Women's Business Enterprise** (Executive Order 12138 "Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing Coordinating and Implementing a National Program for Women's Business Enterprise," dated May 18, 1979).

Affirmative steps must be taken by all contractors to assure small, minority and women owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitations lists;
2. Assure that such firms are solicited whenever they are potential sources;
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through sub-contracting;
4. Where possible, establish delivery schedules which will encourage such participation; and
5. Keep records of all efforts and results.

(B) The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

1. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(C) Civil Rights, HCD, and Age Discrimination Act Assurances

This section is applicable to all Contracts and Subcontracts

During the performance of this Contract the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964 (42USC 2000d), Title I of the Housing and Community Development Act of 1974, as amended (42USC 6101-07), and the Age Discrimination Act of 1975, as amended (42USC 6101-07) which prohibits discrimination on the basis of age and all implementing regulations.

(D) State Nondiscrimination Clause

This section is applicable to all Contracts and Subcontracts.

1. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing

Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under the Contract.

(E) Equal Employment Opportunity Clause

This section is applicable to all Contracts and Subcontracts of \$10,000 or more

Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 1135 dated 10/13/67 and Executive Order 120869 dated 10/5/78, and as supplemented in Department of Labor Regulations (41CFR, Part 60 1.34(b))

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and 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.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 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.
8. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to

Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(E) Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity: Executive Order 11246:

This section is applicable to all Contracts and Subcontracts of \$10,000 or more

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

<u>TIMETABLES</u>	GOALS FOR MINORITY	GOALS FOR WOMEN
	<u>PARTICIPATION IN EACH TRADE</u>	<u>PARTICIPATION IN EACH TRADE</u>
April 1, 1981 Until further notice	6.8%	6.8%

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 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially uniform through 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 women 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 in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3 The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction contract or 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 contractor or subcontractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is Tulare County, CA
5. OFCCP Contact information:
U.S. Department of Labor for OFCCP
90 7th Street
Suite # 18-300
San Francisco, CA 94103
(415) 625-7800
(415) 625-7799 (Fax)
(877) 889-5627 (TTY-National Office)

(F) Standard Federal Equal Employment Opportunity Construction Contract

Specifications: Executive Order 11246 (41 CFR Part 60-1):

This section is applicable to all Contracts and Subcontracts of \$10,000 or more

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (3) Asian 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).
 - (4) 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).

2. 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.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. 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 timetables) 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's goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. 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 reasonably 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 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.
5. 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 minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working 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 U.S. Department of Labor.

7. 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:
- a. Ensure and maintain a 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.
 - b. 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 organizations' responses.
 - c. Maintain a current file of the names, addresses 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.
 - d. 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.
 - e. 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 7.b. above.
 - f. 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.

- g. 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.
- h. 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.
- i. 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 source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. 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 workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. 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.
- m. 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.

- n. 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.
 - o. 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.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). 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 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure 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 workforce 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.
9. 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 under-utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. 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.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 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 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, 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.
15. 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 resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(G) Section 3 Compliance in the Provision of Training, Employment and Business Opportunities Section 2 Housing and Urban Development Act of 1968 (12 U.S.C. 1701 U) See attachment D

This section is applicable to all Contracts and Subcontracts of \$100,000 or more

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. Section 3 clause requires that every applicant, recipient, contracting party, Contractor, and Subcontractor shall incorporate, or cause to be incorporated, in all Contracts for work in connection with a Section 3 covered Project, the following clause (referred to as a Section 3 clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.
4. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
5. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Section 3 Numerical Goals/Targets:

- a) The Target for New Hires & Training Opportunities is 30% of the aggregate # of new hires;
- b) Targets for Contracts with Section 3 Business Concerns is, Construction 10% of the total dollar amount. All Other contracts, 3% of the total dollar amount of all other Section 3 covered contracts.

Obtaining a list of Section 3 Contractors:

Caltrans Civil Rights Program
Business Enterprise Program
(916) 324-1700 or toll free at 1-866-810-6346
Civil Rights Website: <http://www.dot.ca.gov/hq/bep>
Contact your local Small Business Administration (SBA) Office
Contact your local public housing authority

Each reported Section 3 Business or Employee will be required to submit a Self-Certification form upon contract execution and prior to any payment being made to the contractor.

6. **Clean Air Act, Federal Water Pollution Control Act, E.O. 11738 and EPA Regulatory Compliance Provisions**

This section is applicable to all Contracts and Subcontracts of \$100,000 or more.

1. The undersigned agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et. seq. Violations shall be reported to the Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

2. The undersigned shall include the language of this certification in all contracts and subcontracts in excess of \$100,000.

7. **Certification of Understanding and Authorization**

This section is applicable to all Contracts and Subcontracts

Complete and return Attachment B hereto attached and incorporated into this contract and sub-contracts.

8. **Anti-Lobbying Certification**

This section is applicable to all Contracts and Subcontracts

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

Contractor certifies, to the best of his or her knowledge or belief, that:

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

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

C. The language of this certification shall be included in all award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants,

loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

9. Child Support Compliance Act

This section is applicable to all Contracts and Subcontracts of \$100,000 or more.

Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of his/her knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

10. Workers' Compensation, Unemployment, Disability and Liability Insurance

This section is applicable to all Contracts and Subcontracts

The Contractor shall have and maintain in full force and effect during the term of this agreement such forms of insurance, at such levels, as may be determined by the City/County and the State to be necessary for specific components of the grant activity, including, but not limited to, worker's compensation insurance, unemployment insurance, disability insurance and liability insurance.

11. Reporting

This section is applicable to all Contracts and Subcontracts

Contractor and sub-contractors shall provide regular reports to compliance officer as required. Reports to be submitted to granting agency shall be provided to compliance officer in a reasonable time to allow for review and corrections prior to submittal to the granting agency. All payroll submittals will be provided **weekly** and will be reviewed by the contractor prior to submittal. All errors identified shall be corrected prior to submittal to compliance officer. Originals will be submitted with no white-out. Section 3 reports will be submitted monthly by the 10th day of each month for the previous month. Labor Compliance Log reports will be issued monthly and response will be required within 7 days of report issuance.

12. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

This section is applicable to all Contracts and Subcontracts

City/County is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. City/County is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At

any time during the term of this Agreement, at the request of City/County, Contractor and/or sub-contractor shall deliver to City/County all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files or combinations thereof.

13. **Awarding agency requirements and regulations pertaining to copyrights and rights in data.** *This section is applicable to all Contracts and Subcontracts*

(a) *Definitions.* As used in this clause—

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the

City/County to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The City/County shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause. (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of City/County sponsorship (including contract number) to the data when delivered to the City/County, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the City/County, and others acting on its behalf, a paid-up,

nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County.

- (ii) If the City/County desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of [17 U.S.C. 401 or 402](#), unless the Contractor identifies such data and grants to the City/County, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the City/County and its officers, agents, and employees acting for the City/County against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the City/County and incorporated in data to which this clause applies.

14. **Federal Labor Provisions**

This section is applicable to all Contracts and Subcontracts

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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 Part 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 pay-roll 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 Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) 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 therefore only when the following criteria have been met

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and 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)(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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 sub- contractor 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 pro- gram 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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the

Superintendent of Documents (Federal Stock Number 029-005-WO14-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.) (WH-347 is included as Attachment E).

(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 maintained under 29 CFR Part 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 paragraph A.3.(ii)(b) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of 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. Further- more, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.1 2.

4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and 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 1010, 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. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 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 eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(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 (formerly part 1518) 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).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

15. STATE LABOR STANDARDS PROVISIONS

This section is applicable to all Contracts and Subcontracts

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate.

All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

SB854 Update to program as of April 1, 2015

Effective as of January 1, 2015, all primary contractors and subcontractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or subcontractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5). As per Labor Code 1720 § (a)(1), the definition of a public works project is any type of Construction, alteration, demolition, installation , or repair work done under contract and paid for in whole or part out of public funds.

Link for registration and additional information is provided below:

<http://www.dir.ca.gov/Public-Works/Contractors.html>

16. **Contractor's/Sub-Contractor's Concerning Labor Standards and Prevailing Wage Requirements** *This section is applicable to all Contracts and Subcontracts*
Complete form provided as Attachment E and return within 10 days of award. It is the responsibility of the contractor to compare both Federal and State wages to determine and pay the higher of the two. **NO HELPER CLASSIFICATIONS ARE ALLOWED ON THIS PROJECT.**

Federal Wage rates have been provided herewith and State Rates can be found at <http://www.dir.ca.gov/oprl/2018-1/PWD/index.htm>

Important notes:

1. Must pay highest wage when comparing State and Federal wages. Total wages including benefits is used to determine highest wage.
2. SB854 is in full effect for this bid. Ensure you are registered prior to submitting bid. Registration is required for your bid to be accepted.
3. Section 3/MBE/WBE Compliance applies to this contract and each subcontractor being used on the project. Compliance requires outreach to occur during the bid process for businesses meeting the Minority or Women owned business who will be providing service or supplies for the project. If you are hiring to meet the obligations of this project, you must ensure Section 3 practices for recruitment are implemented. Upon review of bids, you may be requested to submit your Section 3/MBE/WBE outreach efforts to ensure compliance.

The important notes are provided above, are provided as a courtesy and are not intended to summarize all of the compliance items required in this document. These are provided based on the errors found in projects and the bid process. Additionally, we have provided significant changes may have occurred in order to ensure awareness and limit disqualification of bids.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,***INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS***

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grant Number: 15-CDBG-10560**Name of Participant:** _____**Address of Participant:** _____

Name and Title of Authorized Representative	Signature	Date
<ol style="list-style-type: none"> 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the non-procurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 		

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME: **City of Dinuba –Randle Avenue Construction Project**

Contractor Name:	Contractor Address:
License No:	

All contractors and subcontractors shall forward this certification to the Local Contracting Agency prior to beginning work on the job site.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference, the State and Federal labor standards clauses pertaining to the subject project and the U.S. Dept. of Labor and State Dept. of Industrial Relations' wage determinations and select the following for the presented project(s):

(List Craft and Classifications here – use separate sheet if necessary)

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer Name:	Signature
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Authority provided by Owner:

Name:	Signature	Date
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**CONTRACTOR'S/SUBCONTRACTOR'S
CONCERNING LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS**

TO: CITY OF DINUBA	DATE:
C/O ADAMS ASHBY GROUP	PROJECT NUMBER (IF ANY): 15-CDBG-10560
CONTRACTOR LIC. NO.	PROJECT NAME: RANDLE AVENUE CONSTRUCTION PROJECT

1. The undersigned, having executed a contract with: _____ For the construction of the above identified project, acknowledges that:
 - A. The labor standards provisions are included in the aforesaid contract;
 - B. Correction of any infractions of the aforesaid conditions, including infractions by any of his/her subcontractors and any lower tier subcontracts, is his/her responsibility.
 - C. He/she is aware of the provisions of Section 1774 of the California Labor Code which requires that the State prevailing wage be paid to workmen employed in connection with the contract. He/she is also aware that if Federal funds are used to finance any part of the construction of the above-identified project, that the Davis-Bacon Act also applies. He/she understands that the requirements for payment of prevailing wages apply to the work he/she will perform for this project and agree to comply with such requirements. He/she further realizes that the state and Federal Labor Standards, as well as the CRA Policy on Payment of Prevailing wages, provide for various penalties for violation of prevailing wage laws including penalties of \$25.00 each calendar day or portion thereof each worker affected.
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2. He/she certifies that:
 - A. Neither he/she nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, part 5 (29 CFR, Part 5 or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-2 (a).
 - B. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such contractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He/she agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He/she certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A single proprietorship

(3) A corporation in the State of:

(2) A partnership

(4) Other organization
(Described)

(c) The name, title, and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

Date:

(Contractor)

By: _____

SECTION 3 ASSURANCES

[FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD]

1. I/We, the undersigned _____ (representative), as official representative of _____ (contractor) agree to comply with Section 3 requirements for the _____ (project). It is understood that failure to comply may result in the following sanctions: cancellation, termination, or suspension in whole or in part of this contract. A copy of this executed form and the charts for hires and contractors will be provided to the city/county along with any back up documentation requested prior to execution of contract.
2. Complete for Staffing
 - a. How many **new full time** (permanent, temporary, seasonal) positions will be needed on this project? _____
 - b. How many new employment training positions will be created? _____
 - c. If New Hires and Employment Training will take place, how many positions are projected to be filled by local low income area residents? _____ (see goal below).

If new hires or employment training are anticipated then contractor must provide copies of outreach efforts, any preferences given, and any actual Section 3 hires completed. If there were no Section 3 residents hired or the goals were not met, then an explanation of why this happened will be provided.
 - d. If new hires or training were made available, did contractor reach 30% Section 3 goal/target?

SEE ATTACHED CHART WITH LIST OF ALL NEW HIRES/TRANIEES FOR THIS PROJECT

3. Complete for construction subcontractors and non construction contracts
 - a. How many construction subcontractors will be utilized for this project? _____
 - b. Of these subcontractors, how many are Section 3 subcontractors? _____
Was the Section 3 Goal/target of 10% of project dollar amount reached? _____
 - c. How many non-construction contracts will be utilized? _____
 - d. Of these, how many are Section 3 businesses? _____
Was the Section 3 Goal/target of 3% of project dollar amount reached? _____

SEE ATTACHED CHART WITH LIST OF ALL CONTRACTORS HIRED FOR THIS PROJECT

Authorized Signature _____ Date: _____

SECTION 3 AFFIRMATIVE ACTION PLAN

[FORM MUST BE COMPLETED AND SUBMITTED ONLY IF NEW HIRES OR TRAINING POSITIONS ARE ANTICIPATED]

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(Contractor Name)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to lower income residents of the project; and
2. Contracts in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

_____ (Contractor) will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers.

1. The Contractor will establish and maintain a directory of service organization, job referral agencies and manpower training programs operating within, or servicing, project area residents.
2. The Contractor will submit prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
3. The Contractor will provide, prior to the signing of a contract, a statement of work force needs, including trainee positions.
4. The Contractor will notify community-based organizations of available employment opportunities, and shall maintain records of response from such organizations.
5. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he is familiar.
6. The Contractor will maintain a file of the names and addresses of each low-income resident workers referred to him and that action was taken with respect to each such referred worker and , if the worker was not employed, the reasons therefore (attached).
7. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached).

8. For each subcontract, the Prime Contractor will submit, prior to contract award, the Section 3 Affirmative Action Plans of its subcontractors.
9. The Contractor will not attempt to circumvent Section 3 provisions.
10. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower income project area residents; it will, as a minimum, provide evidence of the following:
 - a. Attempts to recruit from the project area through local advertising media, community organizations, public and private agencies operating within or serving the project area, such as the State Employment Department, and the Private Industry Council.
 - b. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons if otherwise qualified and if an opening exists.
11. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as subcontractors and suppliers.
12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

_____ (Contractor) fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any and all of the following actions: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any Federal program with respect to which the failure or future occurred until satisfactory assurances of future compliance have been received.

Authorized Signature _____ Date: _____

SECTION 3 PROJECT WORK FORCE BREAKDOWN

Job Category	Total Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions not Occupied	Number of Positions filled with Section 3 residents
Supervisor				
Professional				
Technical				
Office/Cleric.				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located. See attached income schedule.

Company

Project

Project Number

NOTE: This document must be submitted with bid documents.

Person Completing Form: _____

Authorized Signature _____ Date: _____

SECTION 3 BUSINESS UTILIZATION REPORT

Project No. _____ Total Dollar Amount of Contract _____ Federal ID No. _____
 Name of Prime Contractor _____
 Address _____

Name of Subcontractor	Sec3*	Address/Telephone	Trade/ Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Federal Identification No.

*Check if Section 3

Total Dollar Amount Awarded to
 Section 3 Businesses \$ _____

 Company

 Project

 Project Number

NOTE: This report must be completed and submitted by
 the Contractor (monthly) with each payment request.

 Date

 Person Completing Form

Wage Table Example:

	State Rates				Federal Rates					
Classification	BASIC HOURLY RATE	Total Fringe Benefit	TOTAL HOURLY RATE		BASIC HOURLY RATE	Total Fringe Benefit	TOTAL HOURLY RATE		State Decision	Federal Decision
Operator Group 4	\$36.58	\$29.43	\$66.01		\$35.46	\$27.44	\$62.90		NC-23-63-1-2015-2	CA150009
Operator Group 3	\$37.96	\$29.43	\$67.39		\$36.84	\$27.44	\$64.28		NC-23-63-1-2015-2	CA150009
Laborer Group 3	\$27.54	\$21.20	\$48.74		\$27.14	\$18.66	\$45.80		NC-23-102-1-2015-2	CA150009
		\$0.00					\$0.00			
		\$0.00					\$0.00			
		\$0.00					\$0.00			
		\$0.00					\$0.00			
		\$0.00					\$0.00			

General Decision Number: CA180032 03/02/2018 CA32

Superseded General Decision Number: CA20170032

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

County: Tulare County in California.

DREDGING (excluding self-propelled hopper dredge work), HEAVY (excluding water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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.

Modification Number	Publication Date
0	01/05/2018
1	01/19/2018
2	01/26/2018
3	02/09/2018
4	02/23/2018
5	03/02/2018

ASBE0016-006 01/01/2017

	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).....	\$ 28.20	8.95

ASBE0016-010 08/01/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.46	23.11

BOIL0549-004 10/01/2016

	Rates	Fringes
BOILERMAKER.....	\$ 39.68	35.71

BRCA0003-001 08/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 32.60	15.31

BRCA0003-016 10/01/2017

	Rates	Fringes
TILE FINISHER.....	\$ 24.77	14.18
TILE LAYER.....	\$ 36.20	16.28

BRCA0003-017 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.14	16.87
TERRAZZO WORKER/SETTER.....	\$ 44.11	26.36

* BRCA0004-005 05/01/2017

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.11	14.47

*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

CARP0034-002 07/01/2016

	Rates	Fringes
Diver Assistant Tender, ROV		

Tender/Technician.....	\$ 43.65	31.40
Diver standby.....	\$ 48.61	31.40
Diver Tender.....	\$ 47.82	31.40
Diver wet.....	\$ 93.17	31.40
Manifold Operator (mixed gas).....	\$ 52.82	31.40
Manifold Operator (Standby).....	\$ 47.82	31.40

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver.....	\$ 46.65	31.91

CARP1109-002 07/01/2017

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

* ELEC0100-001 03/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 37.50	22.18

ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	16.62
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(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

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 35.39	31.25
AREA 2:		
(1) Leverman.....	\$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 37.39	31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-018 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 44.67	30.39
GROUP 2.....	\$ 43.14	30.39

GROUP 3.....	\$ 41.66	30.39
GROUP 4.....	\$ 40.28	30.39
GROUP 5.....	\$ 39.01	30.39
GROUP 6.....	\$ 37.69	30.39
GROUP 7.....	\$ 36.55	30.39
GROUP 8.....	\$ 35.41	30.39
GROUP 8-A.....	\$ 33.20	30.39

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39

Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels,
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
yds. up to 7 cu. yds.; Licensed construction work boat
operator, on site; Power blade operator (finish); Power
shovels, over 1 cu. yd. up to and including 7 cu. yds.
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie
back machine assistant to engineer or mechanic; Crane
mounted continuous flight tie back machine, tonnage to
apply; Crane mounted drill attachment, tonnage to apply;
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
Multiple engine scraper (when used as push pull); Power
shovels, up to and including 1 cu. yd.; Pre-stress wire
wrapping machine; Side boom cat, 572 or larger; Track
loader 4 cu. yds. and over; Wheel excavator (up to and
including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;
Combination backhoe and loader up to and including 3/4 cu.
yd.; Concrete batch plant (wet or dry); Dozer and/or push

cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose

A-frame truck, non-rotating - under 15 tons; Cargy lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck,

non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;
Mucking machine (rubber tired, rail or track type); Raised
bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete
pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine
operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and
compressor (gunite); Compressor operator; Oiler; Pump
operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND
UNDERGROUND [These areas do not apply to Piledrivers and
Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder

Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscaping Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeast border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2017

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 29.58	21.59
Ornamental, Reinforcing and Structural.....	\$ 36.00	30.15

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

LAB00294-003 06/30/2014

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of
temporary/permanent signs, markers, delineators and crash
cushions.

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 29.49	22.15
GROUP 1.....	\$ 28.79	22.15
GROUP 1-a.....	\$ 29.01	22.15
GROUP 1-c.....	\$ 28.84	22.15
GROUP 1-e.....	\$ 29.34	22.15
GROUP 1-f.....	\$ 29.37	22.15
GROUP 2.....	\$ 28.64	22.15
GROUP 3.....	\$ 28.54	22.15
GROUP 4.....	\$ 22.23	22.15
See groups 1-b and 1-d under laborer classifications		
Laborers: (GUNITE)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (Gardeners, Horticultural & Landscape Laborers)		
Establishment Warranty		
Period.....	\$ 20.83	18.66
New Construction.....	\$ 27.14	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter;

Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-006 06/30/2014

TULARE COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-009 07/01/2017

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52

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

PAIN0294-003 01/01/2018		
	Rates	Fringes
PAINTER.....	\$ 29.78	18.11
FOOTNOTE:		
Sandblast/Spray Painting: \$1.00 per hour additional.		
Work over 30 feet (does not include work from a lift): \$0.50		
per hour additional.		

PAIN1176-001 01/01/2017		
HIGHWAY IMPROVEMENT		
	Rates	Fringes
Parking Lot Striping/Highway		
Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31
CLASSIFICATIONS		
GROUP 1: Striper: Layout and application of painted traffic		
stripes and marking; hot thermo plastic; tape, traffic		
stripes and markings		
GROUP 2: Gamecourt & Playground Installer		
GROUP 3: Protective Coating, Pavement Sealing		

PLAS0300-005 07/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.20	19.71

PLUM0246-002 01/01/2018		
	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 39.40	30.89

PLUM0355-003 07/01/2017		
	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 26.85	15.05

TEAM0094-001 07/01/2017		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.72	27.47
GROUP 2.....	\$ 31.02	27.47
GROUP 3.....	\$ 31.32	27.47
GROUP 4.....	\$ 31.67	27.47
GROUP 5.....	\$ 32.02	27.47

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water

pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

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

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION