

County of Riverside  
Economic Development Agency

**HEMET REGIONAL SERVICE CENTER  
PARKING LOT IMPROVEMENTS**

**SPECIAL FEDERAL PROVISIONS  
CONSTRUCTION BID DOCUMENT**

**Last Date of Revision: March 3, 2015**

## **SPECIAL FEDERAL PROVISIONS DOCUMENT INDEX**

### **General Information**

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

### **Bid Forms**

7. B-4 Certification of Bidder Regarding Non-segregated Facilities (Required for all Projects)
8. B-5 County of Riverside Section 3 Affirmative Action Program (Applicable for Projects \$100,000 or more)
9. B-6 Bidder's Certification for Section 3 Compliance (Required for Projects \$100,000 or more)
10. B-6(SUB) Subcontractor Certification for Section 3 Compliance (Required for Projects \$100,000 or more)
11. B-7 Bidder's Certification on Federal Contract Requirements (Required for all Projects)
12. B-8 Questionnaire Regarding Bidders (Required for all Projects)
13. B-9 List of Subcontractors and Suppliers (Required for all Projects)

### **Post-Award Forms**

14. PA-1 Performance Bond (100% of contract price) (Required for Projects \$100,000 or more)
15. PA-2 Payment Bond (Required for Projects \$100,000 or more)
16. PA-3 Subcontractor Questionnaire (Required for all Projects)
17. PA-4 Subcontractor Certification Regarding Non-segregated Facilities(Required for all Projects)
18. PA-5 Section 3 Summary Report (Required for Projects \$100,000 or more)
19. PA-6 Davis-Bacon Classifications and Pay Rates (Required for all Projects)

## GENERAL SUMMARY

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

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

10. For construction projects \$2,000 or over, or other projects \$2,500 or more which utilize mechanics or laborers the Contractor and the Subcontractor(s) shall comply with the Contract Work Hours and Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.
11. For projects \$25,000 or over the Contractor shall provide one sign board to be located as directed by the owner. The sign board shall be mounted in an acceptable manner and constructed as shown and specified in **Exhibit B-3**. Additional information can be added to the project sign at the request of the project sponsor.
12. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the owner and the Executive Director of Riverside County's Economic Development Agency and shall not proceed with the work in question, except at his own risk, until the owner and the said Director has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.
13. The Contractor must complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4** and submit with the bid.
14. Wherever applicable, the Contractor and the Subcontractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.
15. Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2**.)
16. The Contractor and the Subcontractor(s) shall comply with Section 3 of The Housing and Community Development Act of 1968 and the regulations (24 CFR 125) issued pursuant thereto and amendments thereof. Pursuant to the said act, the Contractor and the Subcontractor(s) shall comply with the attached County of Riverside Section 3 Policy and Requirements **Exhibits B-5, B-6, and PA-6**. The Contractor must submit **Exhibit B-6**, for all projects over \$100,000, as part of the bid package.
17. The Contractor must submit the attached, **Exhibit B-7**, certification that “he/she fully understands the diversified Federal requirements imposed on the Contractor(s) of HUD funded construction projects”, as part of the bid package.

18. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with Section 109 of The Housing and Community Development Act of 1974 and the Implementation Regulations (24 CFR570.601) issued pursuant thereto and any amendments thereof.
19. The Contractor and Sub-contractor(s) shall comply with the Affirmative Action Reporting Requirements by completing the attachment **Exhibit B-6 and B-6 Sub** entitled, "Contractor Certification for Affirmative Action," and submit with bid for all projects \$100,000 and over.
20. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
21. The Contractor must submit Questionnaire Regarding Bidders Exhibit B-8 and List of Sub-contractors Exhibit B-9 **as part of the bid package**. These forms are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.
22. The Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [ 53 FR 8068,8087, Mar. 11, 1988, as amended at 60 FR 19639,19642, April 19, 1995]
23. Contractor must comply with awarding agency (HUD) requirements and regulations pertaining to copyrights and rights in data.
24. Contractor will comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
25. Contractor will comply with notice of awarding agency requirements and regulations pertaining to reporting.

## Federal Labor Standards Provisions

### U.S. Department of Housing and Urban Development - Office of Labor Relations.

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 **Applicability**

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits 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)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the

work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Department of Labor Wage and Hour Division Web site: [www.dol.gov/esa/whd/forms](http://www.dol.gov/esa/whd/forms), or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize

apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 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.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible 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 the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and



liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

-----

## Form HUD-4010 (June 2009)

### Addendum to HUD's Federal Labor Standards Provisions FORM 4010

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **(the applicant, sponsor, or owner)**, as the case may be, for transmission to the County of Riverside – Economic Development Agency.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under *29 CFR 5.5(a)(3)(i)*, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired by contractor or subcontractors provided said payroll complies with *29 CFR 5.5(a)(3)(i)*. Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **(applicant, sponsor, or owner)**, as the case may be, for transmission to the County of Riverside – Economic Development Agency, the

contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency **(or the applicant, sponsor, or owner)**.

Submittal of Photocopied Payrolls:

The submittal of photocopies or other automated duplication of the contractor's regular payrolls containing all of the required information pertinent to the CDBG-funded project is sufficient to satisfy the payroll data requirements pursuant to 29 CFR 5.5 (a)(3)(ii)(A).

<b>FEDERAL PREVAILING WAGE DECISION</b>
---

(CA \_\_\_\_\_ mod. \_\_\_\_\_ )  
Insert most recent (10 days prior to bid opening) wage decision at this point.

**LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE.** A construction project covered by Federal Labor Standards Provisions (HUD-4010) requires a series of specific actions prior to the actual start of construction. Those actions are:

- a. obtaining an applicable Davis-Bacon wage determination for the project;
- b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals; and
- c. including appropriate labor standards provisions and the wage determination in the construction contract.

**CONSTRUCTION WAGE DETERMINATION - DEFINITION.** All construction bid documents and contracts or analogous instruments covered by the Federal Labor Standards Provisions (HUD-4010) must contain a current and applicable wage determination issued by the Department of Labor. The term “wage determination” includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

*Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs; paragraph 2-1, section 1 paragraph 1-1.*

**OBTAINING WAGE DETERMINATIONS**

The Riverside County Economic Development Agency (EDA) will be responsible to obtain and provide the appropriate Federal wage determination from the U.S. Department of Labor (DOL) for this project. The appropriate wage determination will be the most current determination, applicable for Riverside County and the construction type, that is effective ten (10) days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination.

INSERT PREVAILING WAGE HERE

**PROJECT SIGN**  
(For Community Development Block Grant Funded Projects)  
**Required for all Projects \$25,000 or over**  
(4' X 8')

COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY  
(White letters on red background)

SUPERVISOR'S NAME

DISTRICT

PROJECT NAME

PROJECT COST

SPONSOR

CONTRACTOR

ARCHITECT/ENGINEER

(Blue letters on white background)

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

(HUD logo must be included)



## **Additional Federal Requirements**

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (*24 CFR Part 84, Part 85, and Part 570*). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

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

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

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

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

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

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

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

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

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

parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. ***Drug-Free Workplace Requirements***—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. ***Access to Records and Records Retention***: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

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

13. ***Energy Efficiency***: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**CERTIFICATION OF BIDDER  
REGARDING NONSEGREGATED FACILITIES**

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

Name of Bidder: \_\_\_\_\_

The above named Bidder hereby certifies that:

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

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

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

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

**Date:** \_\_\_\_\_



**COUNTY OF RIVERSIDE  
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS  
AND  
SECTION 3 BUSINESS CONCERNS**

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.

---

## AFFIRMATIVE ACTION POLICY STATEMENT

---

The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. Lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. Insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. Insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. Provide a system to periodically monitor and evaluate the effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed *a Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

---

## II DEFINITION OF TERMS

---

1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.5.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are fifty-one (51) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.5.
3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. Contractor: Means any entity which performs work in connection with a Section covered project.
5. Lower income resident of the area: A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).
6. Project area: In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

---

## III SPECIFIC AFFIRMATIVE ACTION STEPS

---

In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least as extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

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, 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 to lower income residents of the project area and contracts for work in connection with the project be

awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder 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.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for, or recipient of, the Federal financial assistance, take appropriate action pursuant to the sub-tier contract upon finding that the subcontractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

All contractors and their subcontractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Plan should include the following:

1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
2. Goals (in percentage) relative to utilization of lower income persons in project area.
3. Goals relative to the project dollar amount of subcontractors to be awarded to project area business.

---

## IV DISSEMINATION OF SECTION 3 PROGRAM POLICY

---

In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.
2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.
3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.

---

## V PROGRAM EVALUATION

---

Pursuant to Section 3 requirements (24 CFR 135.72,) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and subcontractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

---

## VI COMPLAINT PROCEDURE

---

### Who may file a complaint?

The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

1. Any Section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more Section 3 residents;

2. Any Section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered assistance from a recipient or contractor, or by an individual representative of Section 3 business concerns.

**Where to file a complaint?**

A complaint must be filed with the:

Assistant Secretary for Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
Washington, DC, 20410.

---

Questions regarding Section 3 compliance, procedures for filing a complaint, or the County of Riverside's Affirmative Action Program, should be addressed to:

Economic Development Agency  
CDBG Program Administrator - Section 3 Program  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

**(951) 955-8916**

## BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

(Housing and Community Development Act of 1968)

Project Title: \_\_\_\_\_ Amount of Bid: \_\_\_\_\_

**The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:**

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency. \_\_\_\_\_

Initial Here

**Complete your proposed workforce plan for this project below:**

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Subcontractor Database prior to selecting any subcontractor for my bid submittal. \_\_\_\_\_

Initial Here

I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors. \_\_\_\_\_

Initial Here

**Complete your Subcontracting Plan for this project below:**

TRADE	AMOUNT OF SUBCONTRACT(\$)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS.  51% OWNER / 30% EMPLOYEE	

Bidder (Company) Name: \_\_\_\_\_

Authorized Representative (Type Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**

(Housing and Community Development Act of 1968)

Project Title: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

**The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:**

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency. \_\_\_\_\_

Initial Here

**Complete your proposed workforce plan for this project below:**

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

Bidder (Company) Name: \_\_\_\_\_

Authorized Representative (Type Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

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

**CERTIFICATION:**

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

1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
4. If my bid is \$100,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ (Type Name)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of \_\_\_\_\_  
\_\_\_\_\_, since \_\_\_\_\_ (Date).

**Present business address is:** \_\_\_\_\_

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

**State of California Contractor's License No.:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

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

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

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

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

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

**LIST OF SUBCONTRACTORS**

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

**SUPPLIERS**

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT

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

# **POST CONTRACT AWARD FORMS**



**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are \_\_\_\_\_ as

Principal and Original Contractor and \_\_\_\_\_, a

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

conjunction with that certain public works contract dated \_\_\_\_\_

between Principal and \_\_\_\_\_ a

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

for public work generally consisting of \_\_\_\_\_

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

Dated \_\_\_\_\_  
Original Contractor - Principal

\_\_\_\_\_ By \_\_\_\_\_  
Surety

By \_\_\_\_\_ Title \_\_\_\_\_  
(If corporation - affix seal)

(Corporate Seal)

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_) SS SURETY'S ACKNOWLEDGMENT

On \_\_\_\_\_ before me personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the within the instrument as attorney in  
fact of \_\_\_\_\_, a corporation, and acknowledged that  
he subscribed the name of said corporation thereto, and his own name is its attorney in fact.

Riverside County Counsel

Approved Form 1-9-74

\_\_\_\_\_  
Notary Public (Seal)



**SUBCONTRACTOR QUESTIONNAIRE**

Subcontractor has been engaged in the contracting business under the present name of: \_\_\_\_\_  
\_\_\_\_\_, since \_\_\_\_\_ (Date).

**Present business address is:** \_\_\_\_\_

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

**State of California Contractor's License No.:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

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

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

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

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned                       Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern                       Non-Section 3 Business concern

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

**ECONOMIC DEVELOPMENT AGENCY  
COMMUNITY SERVICES DIVISION**

EDA Use Only
Project Name: _____
File # _____

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

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

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

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

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

**Racial / Ethnic Codes:**

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

**Type of Business / Trade Codes**

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

**Section 3: Yes / No**

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATION OF SUBCONTRACTOR  
REGARDING NONSEGREGATED FACILITIES**

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

Name of Subcontractor: \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

The above named Subcontractor hereby certifies that:

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

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

SECTION 3 SUMMARY REPORT  
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

EXHIBIT PA-5

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

DATE \_\_\_\_\_

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

SUBCONTRACTOR: \_\_\_\_\_

JOB CATEGORY	NUMBER OF NEW HIRES	NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	% OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3	% OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES
PROFESSIONALS				
TECHNICIANS				
OFFICE / CLERICAL				
<b>CONSTRUCTION BY TRADE</b>				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
OTHERS				
TOTAL				

NAME OF PERSON COMPLETING FORM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Section 3 "New Hires" refers to a person who is not on the Contractor's payroll for employment at the time of Contract award.

Recipients and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for CDBG-funded projects was directed to low-income and very low-income persons. Low-income persons means families (including single people) whose incomes do not exceed 80% of the area median household income, as established by HUD, with adjustments for family size. Very low-income persons means families (including single people) whose incomes do not exceed 50% of the area median household income, as established by HUD, with adjustments for family size.

**CDBG PROJECT LABOR CLASSIFICATION SURVEY**

PROJECT NAME: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ SUBCONTRACTOR: \_\_\_\_\_

**CLASSIFICATIONS**

BRICKLAYER \_\_\_\_\_ LABORERS: GROUP 1 \_\_\_\_\_

CARPENTERS \_\_\_\_\_ GROUP 2 \_\_\_\_\_

CEMENT MASONS \_\_\_\_\_ GROUP 3 \_\_\_\_\_

DRYWALL HANGERS \_\_\_\_\_ GROUP 4 \_\_\_\_\_

ELECTRICIANS \_\_\_\_\_ GROUP 5 \_\_\_\_\_

IRON WORKERS \_\_\_\_\_ POWER EQUIPMENT OPERATORS

PAINTERS \_\_\_\_\_ GROUPS 1 – 21 \_\_\_\_\_

PLUMBERS \_\_\_\_\_ \_\_\_\_\_

ROOFERS \_\_\_\_\_ \_\_\_\_\_

SHEET METAL WORKERS \_\_\_\_\_ TRUCK DRIVERS

SOFT FLOOR LAYERS \_\_\_\_\_ GROUPS 1-11 \_\_\_\_\_

TILE LAYERS \_\_\_\_\_ \_\_\_\_\_

LANDSCAPE / IRRIGATION  
FITTERS \_\_\_\_\_

LABORERS – STRIPPING \_\_\_\_\_

PLASTERER \_\_\_\_\_

OTHERS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADDITIONAL CLASSIFICATIONS  
(Must be approved by HUD and DOL)**

**CLASSIFICATIONS**

**PA-6 (Continued)**

<b>PROJECT NAME:</b>			<b>WAGE DECISION NUMBER/MODIFICATION NUMBER:</b>			
<b>PROJECT NUMBER:</b>			<b>PROJECT COUNTY:</b>			
<b>WORK CLASSIFICATION</b>	<b>BASIC HOURLY RATE (BHR)</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL HOURLY WAGE RATE</b>	<b>LABORERS FRINGE BENEFITS:</b>		<b>\$ TOTAL WAGE</b>
				<b>GROUP #</b>	<b>BHR</b>	
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			align="center">\$	<b>OPERATORS FRINGE BENEFITS:</b>		align="center">\$
				<b>GROUP #</b>	<b>BHR</b>	
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			align="center">\$	<b>TRUCK DRIVERS FRINGE BENEFITS:</b>		align="center">\$
				<b>GROUP #</b>	<b>BHR</b>	
<b>OTHER CLASSIFICATIONS</b>						
			\$			\$
			\$			\$
			\$			\$
<b>ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)</b>						
<b>WORK CLASSIFICATION</b>	<b>BASIC HOURLY RATE</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL HOURLY WAGE RATE</b>	<b>DATE OF HUD SUBMISSION TO DOL</b>	<b>DATE OF DOL APPROVAL</b>	
			\$			
			\$			
			\$			
			\$			

# **SPECIAL PROVISIONS**

## **1. SCOPE OF WORK**

The County of Riverside is proposing to add additional parking on the old Oroweat/Bimbo Bakery site adjacent to the south of the Hemet Regional Service Center Facility located at 749 N. State Street. The Service Center is home to Work Force Development and District 2 Board of Supervisors offices, both of which have identified a need for additional parking which includes a Secured Employee Parking Area. The parking lot construction encompasses 0.72 acres of the 0.91 acre parcel which has been previously cleared of buildings and parking lots. Solar Powered/Stand Alone Parking Lot Lights do not require being connected to a power source, so this project has no Electrical Plans. There is also no landscaping called out for this project, so no Landscape Plan.

The contractor shall furnish, in accordance with the specifications and drawings, all labor, equipment, and materials required for completion of the County of Riverside, Hemet Regional Service Center Parking Lot Grading Plan.

## **2. DRAWINGS**

Contract drawings applicable to the work to be performed under the contract are contained on (3) separate 24" x 36" sheets titled "Precise Grading Plan for County of Riverside, Hemet Regional Service Center Parking Lot".

## **3. SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR**

The Owner will furnish to the Contractor, five (5) sets of specifications and drawings.

This project shall conform to the requirements of the 12/20/2007 edition of the Standard Plans and Specifications (Ord. No. 461) as issued by Riverside County Transportation Department, which are in US (feet) units, or as otherwise provided in these Provisions and on the project specific plans.

In the event that discrepancies are encountered which are not addressed herein, the option that provides the method, item or material with the greatest strength or utility shall be chosen, as directed by the Engineer.

Requirements on the construction plans for Portland Cement Concrete are modified to the PCC Class designations, as described in Section 3.03 of the Standard Specifications, as follows:

Class "A" shall mean Class "2"

Class "B" shall mean Class "3"

Class "C" shall mean Class "4"

Class "D" shall mean Class "1"

#### **4. SCHEDULE**

The Contractor shall prepare and submit a bar chart schedule reflecting items of work, their corresponding time requirements, sequence and order of work, float time, early and late finish dates including material lead times for completion of the excavation, roadway improvements, miscellaneous improvements within the specified time allowed for completion. The bar chart schedule shall be submitted with sufficient time for the reviewing agency's review and approval or re-submittal as necessary. The Contractor shall inform the Engineer at least 7 calendar days in advance in order that inspection may be provided, and the necessary measurements for records and payments may be made with minimum inconvenience. The contractor shall schedule their work so as to not leave any open excavations over the weekends and holidays.

#### **5. RIGHT-OF-WAY**

In all of the streets in which his work may interfere with ingress or egress of the abutting property or of their vehicles, the Contractor shall maintain temporary practical means of ingress and egress or shall make satisfactory arrangements with the occupants for the obstructing of driveways to their properties for the duration of the interference. Such arrangements shall be made in writing and a copy submitted to the Engineer if requested. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street or driveway during performance of the contract work, and he shall so conduct his operations as not to interfere unnecessarily with the authorized work of other agencies in such streets and driveways.

#### **6. COOPERATION BETWEEN CONTRACTORS AND UTILITIES**

The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

#### **7. NOTIFICATION OF AGENCIES**

The Contractor shall notify the following agencies a minimum of 48 hours in advance of start of any street work of the proposed construction schedule and provide any additional pertinent information requested:

Riv. Co. EDA Design & Construction Dept.	(951) 955-4560
City of Hemet, Water Department	(951) 765-3710
City of Hemet, Development Engineering Department	(951) 765-2360
City of Hemet, Fire Department	(951) 765-2450
City of Hemet, Police Department	(951) 765-2400
Southern California Edison Co.	(951) 928-8252
Verizon	(951) 929-9401
Adelphia	(951) 929-9491
Southern California Gas Co.	1-(800) 924-7899
Underground Service Alert	811
United States Postal Service	(951) 658-3263
Hemet Unified School District	(951) 658-2171 x427



Contractor shall also notify above agencies of any change in schedule that could restrict pedestrian or vehicular traffic.

**Contractor must obtain an Encroachment Permit from the City of Hemet's Development Engineering Department prior to construction.**

## **8. CONSTRUCTION WATER AND POWER**

The Contractor shall provide water and power needed for construction and testing of all items under this Contract. The Contractor shall, at the Contractor's own expense, convey the construction water in each case to the point of use. Construction water shall be fresh water only, and the source of supply shall be approved by the Engineer prior to its use. Contractor will coordinate with the city of Hemet when taking water from a city fire hydrant.

## **9. INSPECTION OF THE WORK**

The Agency's Representative will provide inspection. Any work requiring inspection before it is performed that is done without the representative's approval will not be accepted and must be performed again with the Representative present. The Contractor and the Agency's representative must coordinate the daily work schedule to insure proper inspection. The Contractor shall coordinate with Jim Rossman of the Riverside County Economic Development Agency Design and Construction Department

## **10. TRAFFIC AND ACCESS TO BUSINESSES**

It is the Agency's intent to construct the improvements in a smooth, efficient, continuous construction operation requiring minimal contract time and causing minimal impact and interruption to the community. In addition to the requirements in other sections of these Specifications, the following shall apply.

At the pre-construction meeting, the Contractor shall provide the Agency with a **written** schedule or sequence of operations. The Work Area Traffic Control Handbook (WATCH), latest edition, published by the Building News, Inc., is adopted as part of these specifications by reference.

Pedestrian and vehicular access to properties adjacent to the improvements shall be maintained at all times, except when necessary construction precludes such access for a reasonable period of time. The Contractor's proposed traffic control plan shall be approved by the Engineer prior to the beginning of construction.

## **11. MAINTENANCE AND GUARANTEE**

The Contractor shall and does hereby guarantee that the entire work constructed under the Contract will fully meet all the requirements of the Contract Documents as to the quality of workmanship and materials furnished as required in the Contract. The Contractor hereby agrees to make, at the Contractor's own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by Contractor that become evident within one year after the date of final payment, and to restore, promptly, to full compliance with the requirements of these specifications any part of the work which, during the one-year guarantee period, is found to be deficient with respect to any provision of the specifications. The "Performance Bond" must remain in effect until the end of the ONE-YEAR warranty period.

Earthwork, which has settled below the required finish grade due to poor construction practices, shall be considered as a part of such required repair work; and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work, unless the Contractor shall have obtained a statement in writing

from the affected private Owner or public agency releasing the Contractor from further responsibility in connection with such repair or resurfacing.

The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the work, and the Contractor and the Contractor's surety shall be liable to the Owner for the cost thereof.

## **12. BEGINNING OF WORK**

A pre-construction conference will be held for the Contractor awarded the contract, subcontractors, utility company representatives, and other parties involved in or affected by the project. The conference will be held between the dates of contract award and the issuance of the Notice to Proceed.

The Contractor shall notify the Agency, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Engineer.

**All work must be completed within one hundred twenty (120) calendar days from the date specified in the Notice to Proceed.**

## **13. STORAGE OF CONSTRUCTION EQUIPMENT AND MATERIALS**

**No parking of construction equipment or stockpiling of material will be permitted on public streets at any time.**

The Contractor may make arrangements with private property owner(s) within adjacent sites for this purpose at no additional cost to the Agency.

## **14. AS-BUILT / RECORD DRAWINGS**

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change of Order work, change conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspectors' written approval of the accuracy of said drawing.

The Contractor shall keep one clean set of bond originals to note any changes which take place during construction. These changes to the original plans and/or specifications shall be noted at the appropriate locations with the appropriate changes indicated in red pencil or ink. The Contractor shall note in large letters "RECORD DRAWINGS" on the Title Sheet of the plans.

The job will not be finalized by the Engineer until these record drawings have been completed to the satisfaction of the Engineer. The changes shall be noted on the plans as the changes occur. The record drawings shall be submitted to the Resident Engineer, and become the property of the Agency at conclusion of the project.

Full compensation for maintaining and compiling the record drawings shall be considered to be included in other items of work and no additional compensation will be allowed therefore.

## **15. TRAFFIC CONTROL**

**Contractor is responsible for the preparation and submittal of a Traffic Control Plan to the City of Hemet Engineering Department for approval (Contact Denise Bartz at the Engineering counter at Hemet City Hall). The approved Traffic Control Plan will be submitted for an Encroachment Permit prior to beginning any work within the right-of-way.**

Closures or partial closures of the traveled way implemented by the Contractor shall be related to actual work being performed at the time. Closures are not permitted if work is not being performed or if the existing closure is not essential to the type of work being performed at the time, and traveled way shall immediately be restored to a safe condition for public use.

Traffic control plans shall be in accordance with the appropriate standards and specifications for construction staging, detour roads, traffic control, including the State of California Highway Design Manual, the State of California Traffic Manual and Manual of Traffic Controls and Standard Plans and Standard Specifications. Any requests for deviation from the established design standards or specifications are to be submitted to the Construction Engineer for review and approval prior to submission of the required plans.

With regard to the preparation and implementation of the plans, attention is especially directed to Sections 7-1.06, 7-1.08, 7-1.09, 7-1.11, 7-1.12 and Section 12 of the State of California Standard Specifications.

Maintaining traffic shall conform to the provisions in 7-1.02 "Load Limitations", 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual of Traffic Controls, the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

All existing traffic control signs and street name signs shall be maintained in visible locations as directed by the Engineer.

No detours will be allowed. The Contractor will be required to conduct his operations in such a manner that traffic will be permitted to pass through the work as little delay as possible.

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All signs shall conform to and be placed in accordance with the current State of California Traffic Manual and "Manual Of Traffic Controls, Warning Signs, Lights, and Devices For Use In Performance Of Work Upon Highways", issued by the California Department of Transportation for construction and maintenance of work zones.

All construction signs shall be either covered or removed when not required by the nature of the work or if no present hazard to the motorist exists.

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

It is the Contractor's responsibility to provide for the safety of traffic and the public during construction

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public

Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered."

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor, shall be approved by the County as to size, wording and location.

All streets and driveways shall remain open to through traffic at all times except when street closure is shown on the plans or approved by the County. The Contractor shall make provisions to allow local traffic access to the closed streets and driveways. The local traffic consists of, but is not limited to, residences, church congregations, farmers, post offices, meter readers, trash pickup, school buses, and emergency vehicles. The Contractor shall provide a smooth travel way and either a flagger and/or signing to direct traffic.

All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices (telescoping flag trees), flags, signs, markers, portable barriers, temporary railing (Type-K), temporary fencing, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in "like new" condition.c.

In the event of conflict, the order of precedence shall be as follows:

1. Traffic Control Plans
2. California Manual on Uniform Traffic Control Devices (FHWA's MUTCD 2014 edition as amended for use in California), Part 6,
3. Manual on Uniform Traffic Control Devices for Streets and Highways, 2014 Edition, Part 6 Temporary Traffic Control
4. Work Area Traffic Control Handbook. (WATCH)
5. Standard Specifications

The first sentence of the first paragraph of Section 12-2.02 of the California Standard Specifications is modified to read as follows: No payment for extra work will be allowed for work performed as specified in Section 12-2.02 (Flagging Costs) of the Standard Specifications. Flagging costs will be borne entirely by the Contractor.

Dust control shall conform to the provision of Section 10 of the Standard Specifications except that no extra work will be allowed when the Engineer orders the application of water for the purpose of controlling dust caused by public traffic as provided for in the last paragraph of Section 10.

## **16. STRIPING, SIGNING, AND PAVEMENT MARKINGS**

The Contractor shall be responsible for replacing all work shown on the grading plan and pavement markings remove or obliterated by the work being performed and/or any new striping, signing and pavement markings shown on the plans. This shall include all areas within the project limits and extend beyond these areas where the existing striping and pavement markings have been noticeably obscured due to tracking and other negative impacts associated with the work being performed. Contractor shall adequately locate and note the type and location of all existing striping and pavement markings.

## THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of  $250 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ . Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of  $150 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ .

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

### **17. CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the approved project drawings the provisions in Section 16, "Clearing and Grubbing", Standard Specifications for Public Works Construction (Greenbook) and these Special Provisions. In the event of a conflict the EDA Inspector will make a determination to address the conflict.

Vegetation shall be cleared and grubbed only within the limits of the excavation and as necessary for the completion of the work.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

All activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the project.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the proposed and existing parking lots and highway.

The contractor shall protect utilities, trees, fences, gates, walls and other facilities within the construction zone, except for those shown on the approved plans and those specifically directed by the Engineer to be removed or relocated.

Full compensaetion for clearing and grubbing shall be included in the Earthwork bid item. The Contractor is responsible for furnishing all tools, labor, materials, equipment and incidentals necessary to complete clearing and grubbing operations.

### **18. DUST CONTROL**

This work, Dust Control, shall consist of all operations necessary to control fugitive dust arising from construction operations, and due to any disturbance of natural ground covers resulting therefrom. In

compliance with governing EPA, SCAQMD, and NPDES requirements and shall conform to the provisions in Section 10 "Dust Control" of the Standard Specifications and these Special Provisions. Full compensation for dust control shall be included in the Earthwork bid item.

## **19. DISPOSAL OF EXCESS EXCAVATION MATERIALS**

Excess earth excavation, pavement grindings and other excess materials resulting from construction operations shall be disposed of by the Contractor outside of the highway right of way, as provided in Section 7-1.13 of the Standard Specifications.

The second paragraph of Section 7-1.13 of the Standard Specifications is modified to read as follows:

When any material is to be disposed of outside the highway right of way, and the Agency or County of Riverside has not made arrangements for the disposal of such material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and he shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the Agency and County of Riverside from any and all responsibility in connection with the disposal of material on said property. If the disposal of materials is to be made at an established disposal facility that is available for public use, the Contractor shall retain all authorizations and receipts from said disposal facility and shall provide copies to the Engineer upon request.

## **20. EARTHWORK**

### UNSUITABLE MATERIAL

Bituminous pavement removals shall be sawcut at the designated lines of trench removal shown on the Plans and Specifications, or as designated by the Engineer.

Spalled or loose blocks of pavement and pavement cracks wider than 3/8-inch will be deemed justification for extending or adding to the removal and replacement of asphalt concrete pavement.

### SURPLUS MATERIAL

All surplus material including pulverized material, shall be disposed of in a legal manner at the expense of the Contractor.

### PAYMENT

Payment for unclassified excavation shall be included in the "earthwork" item, and shall include full compensation for excavating, loading, disposing of surplus material, grading and preparing subgrade, compaction, stockpiling, hauling, and any and all earthwork necessary to complete the project, not specified to be paid with another bid item, as directed by the Engineer.

### Relative Compaction

The top eight (8) inches of subgrade material shall be compacted to a relative compaction of 95% unless specified otherwise. The 95% relative compaction requirement for subgrade shall include, but not be limited to, areas under curb, gutter, driveways, bus pads, cross gutters and spandrels, and all areas under where base material is to be placed, and any and all areas that are expected to receive traffic. The top eight (8) inches of subgrade material under sidewalk shall be a minimum of 90% relative compaction. All fill material within the median islands shall be a minimum of 85% relative compaction (maximum lifts shall be eight (8) inches). All pulverized material shall be compacted to a minimum of 95% relative compaction.

### Compacting

The relative compaction of each layer of compacted base and/or pulverized material shall be compacted to a relative compaction of 95%.

## **21. SOILS AND AGGREGATE TESTS**

### Laboratory Maximum Density

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

### Field Density

Field density tests will be made by the Engineer during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted backfill has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense.

## **22. WATER POLLUTION CONTROL – WATER QUALITY MANAGEMENT PLAN (WQMP)**

Throughout the term of this contract, the total soil area disturbed for this project is less than 1 acre, therefore the National Pollutant Discharge Elimination System – (NPDES): DOES NOT REQUIRE A SWPPP BECAUSE THE SITE IS DISTURBING LESS THAN 1 ACRE. However NPDES does still require for BMP's to be implemented. A Final Water Quality Management Plan (WQMP) has been prepared for the Hemet Regional Service Center Parking Lot Improvements project.

## **23. CONCRETE, CURBS, GUTTERS, SIDEWALKS AND PADS**

### General

Concrete for the project shall consist of concrete curb, gutter, cross-gutter, spandrel, sidewalk, curb ramp, wall footings, and driveway and shall be constructed in accordance with the County Road Improvement Standards and Specifications, and the details as shown on the plans or as directed by the Engineer and in conformance with the Standard Specifications, except as herein modified: Class 3 concrete shall be used.

The Contractor shall verify with a "smart level", string line and/or water testing that positive drainage is maintained. The Owner's Representative shall be present to verify the concrete forms, prior to pouring any PCC construction improvements. Where the proposed grade of the concrete item is equal to, or less than 0.5%, the contractor shall notify the Engineer when his forms will be ready to be surveyed, and then shall allow the Engineer 24 hours to check the forms.

The forms shall show positive drainage of at least 0.25% for all curb and gutter designed to a grade of 0.30% or flatter. The forms shall show positive drainage of at least 0.40%, for all curb and gutter designed to a grade of 0.50%.

This item shall include the removal and replacement of existing minor concrete items such as curb and gutter, sidewalk, and cross gutters and/or spandrels. All concrete to be removed will be marked in the field by the City Engineer prior to construction. The item to be removed and replaced, the approximate location, and approximate quantity is identified on the plans. The City may add or subtract to the quantities as needed.

All concrete items to be removed shall be saw-cut and removed to the nearest joint unless specified otherwise by the inspector. Unless called-out otherwise, a two foot strip of asphalt concrete, adjacent to the concrete item to be removed, shall be saw-cut and removed along with the concrete item. All items removed shall be disposed of legally by the contractor, and the contractor shall obtain a disposal permit from the City of Indio. The contractor shall also remove any tree roots, vegetation, or other items in conflict with the proposed improvements.

The contractor shall perform all needed earthwork for the concrete improvements, including but not limited to, all grading and compaction. The top twelve inches of subgrade shall be compacted to a minimum of 95% relative compaction prior to placing the new concrete. The contractor shall also have the option, at no cost to the City, to remove the top 12 inches of subgrade and replace this with class 2 aggregate base, and then achieve a minimum of 95% relative compaction on the aggregate base. All concrete items shall meet the minimum thickness as shown:

Sidewalk and Access Ramps – 4.0 inches thick

Drive Approach – 8.0 inches thick

Access ramps and sidewalks are to meet current ADA requirements. Unless specified otherwise, all concrete curb and gutter shall be straight-graded to drain. The contractor shall flow-test the curb and gutter during construction to ensure that the gutter flows as best as possible. During all concrete pouring and installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

Preparation of sub grade for the concrete structures shall be done in conformance with the requirements of the Standard Specifications and Soil Report which is a part of said specifications.

Excess material resulting from the excavation of the sub grade shall be disposed of as elsewhere provided in these Special Provisions. Full compensation for the removal of existing concrete structures shall be included in the contract bid prices for such items.

### Payment

Payment for minor concrete items such as the concrete curbs, walks, gutters, driveways, local depressions, and pads will be made by the units shown in the Bid Schedule. The contract unit price shall include full compensation for forms, expansion joints, and details, finishing and curing. Full compensation for furnishing all labor, materials, equipment, and doing all work involved in placing the concrete as detailed on the Plans, shall be included in the contract price bid. As this is a roadway reconstruction project, it shall be assumed that removals of like or similar items are needed for the construction of concrete items and compensation for the removals shall be included in the minor concrete bid item. This bid item as for the minor concrete item to be complete-in-place and no additional compensation shall be allowed thereof.

## **24. AGGREGATE BASE**

Aggregate base shall be Class 2 and shall conform to the provisions in “Aggregate Bases” of the Standard Specifications and these Special Provisions and shall meet the gradation requirements for 3/4 inch maximum.

The first paragraph of, “Class 2 Aggregate Base” shall be modified to read:

Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious matter, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm and stable base.

## **25. ASPHALT CONCRETE**

Asphalt Concrete shall conform to the requirements of Section of 37, 39, 92, and 94 of Caltrans Standard Specifications, and as modified by these Special Provisions.

All existing asphalt concrete and concrete surfacing shall be sufficiently prepared including being thoroughly cleaned prior to receiving a new layer of asphalt concrete. Tack coat shall be applied to all existing pavement surfaces and concrete areas be overlaid and/or joined. Asphalt binder emulsion for use as a binder (tack coat) shall be SS-1h, and shall be applied at the rate of 0.08 gallons per square yard to



the entire area designated for pavement. Asphalt emulsion shall comply with Section 94 of the Caltrans Standard Specifications.

The four and one-quarter-inch new asphalt concrete section shall be placed in at least 2 lifts.  
Asphalt Concrete - Surface Course: 1 1/2-Inch HMA Type A PG-70-10

No adjustment in compensation will be allowed for changes in the total quantity of asphalt concrete. If the total quantity exceeds 125% of the quantity or is less than 75% of the quantity indicated in the Proposal Bid Schedule for Asphalt Concrete, the respective unit prices will not be adjusted Pursuant to Section 3-2.2 pursuant to "Contract Unit Prices" of the Standard specifications.

Asphalt Concrete shall be measured and paid for at the contract unit price per ton and shall include full compensation for all labor, materials, tools, and equipment (including tack) and for doing all work involved in hauling, placing and compacting the asphalt concrete in accordance with the plans and

these specifications and no additional compensation shall be allowed. This item shall apply to all Asphalt Concrete required to be placed on the project.

Asphalt concrete shall be Type "B" and shall conform to the requirements of Section 39 of the Caltrans Standard Specifications and the following:

Aggregate grading shall be three-quarter inch (3/4") maximum, medium for base course and one-half inch (1/2") maximum, medium for the final course.

The paving asphalt shall be AR-4000 or as determined by the Soils Engineer.

Aggregate of the 3/4 inch or 1/2 inch maximum size and aggregate for asphalt concrete base shall be separated into 3 or more sizes and each size shall be stored in separate bins. If 3 sizes are used, one bin shall contain that portion of the material which will pass the maximum size specified and be retained on a 3/8 inch sieve; one bin shall contain that portion of the material which will pass a 3/8 inch sieve and be retained on a No. 8 sieve; and one bin shall contain that portion of the material which will pass a No. 8 sieve.

Aggregate of 3/8 inch maximum size shall be separated into 2 sizes and each size shall be stored in separate bins. One bin shall contain that portion of the material which will pass the maximum size specified and be retained on a No. 8 sieve and one bin shall contain that portion of the material which will pass a No. 8 sieve.

The bin containing the fine material shall not contain more than 15 percent of material retained on the No. 8 sieve. The material in any of the other bins shall not contain more than 15 percent of material passing a No. 8 sieve. Failure to comply with this requirement shall be corrected immediately, and the material in the bins not meeting these requirements shall be re-screened or wasted.

All asphalt concrete for this project shall be supplied from one source unless approved by the Engineer. Said source shall be listed on the Contractors Source of Materials List as required in the Standard Specifications.

Asphalt concrete walkway transition for driveway approach and ramp shall be paved as directed by the Engineer. Full compensation shall be included in the contract unit bid price paid for Asphalt Concrete.

Asphaltic emulsion shall be furnished and applied as provided in Section 39-4.02. In addition to the provisions in "Spreading Equipment" of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer, by a sensor activated by a similar ski device or as directed by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.12 inch tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same way it was controlled when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-6.03, "Compacting" of the Standard Specifications or elsewhere in these Special Provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during a day's work, the Contractor may manually control the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the provisions in this section before starting another day's work.

## **26. ADJUST UTILITY TO GRADE**

Adjusting utilities to grade for this project shall consist of manholes covers, valve cans, traffic control boxes, irrigation control vaults and any other utilities discovered during construction.

During roadway excavation all utility lids shall remain fixed, in place, and at all times easily accessible to local utility purveyors. All sanitary sewer manholes shall be equipped with temporary plywood false bottoms that shall be in place for the entirety of the project.

## **27. EXECUTION / SOLAR LIGHTING / INSTALLATION**

### Installation

Install equipment in accordance with manufacturer's installation instructions.

Provide complete installation of system in accordance with Contract Documents.

Solar lights shall be placed as shown on the approved drawings. The lights shall comply with the manufacturer's recommendations and these special provisions.

The solar light shall be SolarOne Shoebox Series Overhead Light (LOES) Parking Lot Lighting System manufactured by Sol, Inc. or approved equal. Contact Scott Douglas at (800) 959-1329 at Sol Inc. for information. The solar light shall include the pole, light fixture, lighting, solar panel, batteries, in-ground power centers, footing, connections, and any and all incidentals to be a complete-in-place working parking lot light.

The lights will be placed as shown on approved plans and/or as determined by the Engineer or EDA Construction & Design Inspector. The contract unit bid price paid per each solar light shall include all

labor, materials, tools, equipment, incidentals, and for doing all the work involved including installing the solar lights compete-in-place and no additional compensation will be allowed thereof.

### References

American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE)  
ANSI/ESD S20.20-2007 Development of an Electrostatic Discharge Control Program  
International Electrotechnical Commission.

(IEC) 801-2 Electrostatic Discharge Testing Standard.  
International Organization for Standardization (ISO)  
9001 (2008) – Quality Management Systems.  
Underwriters Laboratories  
UL 1598  
UL 60950-1:2007  
Canadian Standards  
CSA C22.2  
National Electrical Manufacturers Association (NEMA)  
NEMA 250-2003 – Enclosures for Electrical Equipment  
ANSI/IEC 60529-2004 – Degrees of Protection Provided by Enclosures  
IDA, International Dark Sky Association ([www.darksky.org](http://www.darksky.org))

### Description

Solar Powered Outdoor Lighting System

### Submittals

Specification Conformance Document:

Meets specification exactly as stated.

Meets specification via an alternate means and indicate the specific methodology used.

Product Data: Catalog cut sheets with performance specifications demonstrating compliance with specified requirements.

IES electronic files of lamp output or Photometric Plots on a surface from a defined lamp height compliant with IES LM-79.

Calculation of Effective Projected Area (EPA) and weight of the solar lighting system, and EPA rating of the pole (if provided).

TP-9

Days of battery back-up be based on an assumption of no sun and Battery cycle life taking into account temperature impact on cycle life.

PV sizing based on worst-case average insolation data from an accredited source (e.g. NREL TMY2), with an additional safety factor to account for worst-case conditions. Consideration given for temperature, PV obstruction and other obstructions.

Line drawing or photograph of lighting system(s).

Wiring diagram(s).

Installation Instructions.

### Quality Assurance

Manufacturer: Minimum 10 years of experience in manufacture of solar powered lighting systems.

Manufacturer's Quality System: Registered to ISO 9001:2008 Quality Standards, including in-house engineering for product design activities.

### Safety Compliance

Harnessing, (battery and PV if required) is NTRL listed per UL/CSA.

Ascot luminaire is CE certified.

EternO® 4 Charge Controller/LED driver listed by a Nationally Recognized Testing Laboratory -TÜV listed to UL 60950-1:2007 and CSA C22.2.60950-1:2007.

#### Other Compliances

Charge Controller complies with Part 15 of the FCC Rules. Operation is subject to the condition that this device does not cause harmful interference.

Battery shall be rated “non-spillable” by ICAO/IATA/DOT

#### Project Conditions

Ambient temperature: -5° to 45° C.

Relative humidity: 0 to 100%.

Pole and all coupling components exceed maximum specified EPA ratings required for local wind loading conditions.

Photo Voltaic Panel rated to withstand hailstone impact described in ASTM E1038-93 and surface Cut Susceptibility tests (UL 1703-24).

#### Warranty

Provide manufacturer’s warranty covering 5+ years on solar lighting system from date of purchase.

Solar Voltaic Panel covered for 20 years

Mounting hardware, arms & brackets covered for a minimum of 20 years

Pole and associated components covered by for a minimum of 5 years

LED light engine, lamps and fixtures covered for a minimum of 10 years

Wire harnessing, connectors and terminals covered for a minimum of 10 years

Electronics: LED driver, charge controller, communications covered for a minimum of 10 years

Batteries have a limited warranty with a replacement cost credit for up to 5 years with the following minimum coverage: 100% credit for the first 2 years, 60% credit for year 3, 40% coverage for year 2 and 20% credit for year 5.

#### Regulatory Requirements

Solar lighting system meets or exceeds NEC 2005 code requirements

#### Storage and Handling

Battery(ies) approved for shipping via ground, air, or sea.

Battery(ies) retains 80% charge or higher from 2 months of shipment.

Battery(ies) ship sufficiently charged to operate the light 2 nights without any solar charging.

If storing batteries for future installation: must be stored inside above ground level or covered with tarp or other material to prevent weather damage.

#### Maintenance

Make ordering of new equipment for expansions, replacements, and spare parts available to end user twenty-four hours a day, seven days a week

Make replacements available for minimum of five years from date of manufacture.

Provide factory direct technical support hotline 24 hours per day, 7 days per week with a response time within 24 hours.

Provide on-site service support within three (3) days anywhere in continental United States and within five (5) days worldwide except where special visas are required.

Products – Solar Parking Lot Lighting

#### Manufacturers

Acceptable Manufacturer: Sol Inc. or approved equal

Basis of design product: Sol Inc. or subject to compliance and prior approval with specified requirements of this section.

## Substitutions

All proposed substitutions (clearly delineated as such) must be submitted in writing for approval by the design professional a minimum of 10 working days prior to the bid date and must be made available to all bidders.

Proposed substitutes must be accompanied by a review of the specification noting compliance on a line-by-line basis.

Any substitutions provided by the contractor shall be reviewed at the contractor's expense by the electrical engineer at a rate of \$200.00 per hour.

By using pre-approved substitutions, the contractor accepts responsibility and associated costs for all required modifications to circuitry, devices, and wiring.

Provide complete engineered shop drawings with deviations for the original design highlighted in an alternate color to the engineer for review and approval prior to installation.

### General – Solar Powered Light Fixtures

Solar Powered Light System consists of six (6) components and assemblies: Photovoltaic (PV) Modules, Solar Light Controllers, Light Fittings, LED lamps, Batteries, Battery Enclosures, Mounting and Support Hardware.

Photovoltaic (PV) Module

Construction: Crystalline silicon solar cells framed in an all-aluminum structure

Sealed behind UV stabilized tempered glass

Covered by a 20 year power warranty

Meet or exceed IEC61215

Harnessing & cabling is 12 AWG THHN stranded wire w/over molded insulated rated for exterior usage

Photo Voltaic Panel rated to withstand hailstone impact described in ASTM E1038-93 and surface Cut Susceptibility tests (UL 1703-24)

Supplemental PV 1/8" aluminum panel pan backer color matched to solar light system

Water-tight wire junction box on PV module

## Performance

PV generates adequate power to fully recharge system batteries within three (3) days at the installation location given that minimum insolation is available on those days as defined by NREL (National Renewable Energy Laboratories).

PV electrical junction box and connectors (MC4 type) are sealed per IP 65.

LED Luminaire

LED source designed for 65,000 hour performance with over 70% initial lumen maintenance.

LED chamber of the luminaire provides IP65 protection.

Use of reflectors or lenses to produce high efficacy lighting patterns.

Type V photometric distribution.

Pole spacing: As shown approved design drawings

Luminaire shall operate at range of 30 to 45VDC (varies with driver).

LED junction temperature does not exceed 100 °C in worst-case site temperature conditions

High brightness LEDs only (>80 lumens/Watt) per LED. 5 mm type LEDs are not acceptable

Bright white LEDs with a color temperature no greater than 5100K or less than 3,500K

Manufacturer provides relevant .ies files to indicate light dispersion and intensity of LED source

IES file is measured using the IESNA LM-79 testing method for LED luminaires by a laboratory approved by the US DOE's CALiPER program. Scaled photometric testing files are not acceptable  
Option to add motion detector to adjust lighting between peak and off peak levels for defined periods of time

Integrated luminaire shield mounting bosses for house, left and right side, and front side shields

## Construction

[Small Shoebox] [Greenway® Ascot] style

UV stabilized powder coated [black]  
[Tempered Flat Glass][Polycarbonate hemi done] lens  
IP 65 sealed and rain-proof LED chamber.  
Wet location listed.  
Dark Sky Compliant.  
Designed and factory-installed LED light source only.  
Mounts to a matching slip fit arm with no visible fasteners.  
Enclosed within the light system with touch-proof covers to prevent damage  
Fully resin potted design and suitable for wet locations.  
The device complies with Part 15 of the FCC Rules. Operation is subject to the condition that this device does not cause harmful interference.  
Approved by a Nationally Recognized Testing Laboratory - **TÜV listed to UL 60950-1:2007 and CSA C22.2.60950-1:2007.**  
Charge controller/ LED driver is designed without electrolytic capacitors.  
All other capacitor devices are de-rated by at least 20° C below the capacitor's maximum temperature rating under fully-loaded conditions and ambient temperature of 30° C.  
LED driver must be integrated with the solar charge controller as one unit.  
Charge controller/ LED driver must be capable of controlling and dimming one or two outdoor LED light systems.  
Complies with FCC part 15 noise threshold requirements  
Ten day/night memory averaging to ensure accurate turn on and turn off lights to prevent false response due to weather variations.  
Over Voltage Protection.  
LED Short Circuit Protection.  
Internal PV Disconnect (no external Diodes required).  
Test button and diagnostic LEDs.  
Self-Test mode.  
Reverse battery polarity protection.  
Self-calibrating load, timing, and charging circuitry.  
Minimum 10 year operational life when operating at minimum or maximum rated system environmental specifications (10° C to 50° C at 0 – 100% relative humidity, non-condensing).  
Designed and tested to withstand electrostatic discharges up to 15,000 V without impairment per IEC 801-2.  
Withstand up to a 6,000 Volt surge without impairment of performance as defined by ANSI C62.41 Category A.  
Manufactured in a facility that employ ESD reduction practices in compliance with ANSI/ESD S20.20.  
Connects to all system components via a quick-connect – latching connector.

Operates in the following mode

Dusk to Dawn

Programmed Run – Light operates for [10] [8] [6] [4] hours after dusk

Split night with dimming – Light operates at [10] [8] [6] [4] [2] hours, dims at the customers option from 10 to 50% then returns to full light for [1] [2] [3] [4] hours before dawn

Split night - Light operates at [10] [8] [6] [4] [2] hours, turns off then returns to full light for [1] [2] hours before dawn]

The preceding mode where during the off or dimmed period a motions sensor activates the light to full intensity for [2][5][10] minutes (when charge controller/ LED driver is equipped).

Perform Power Management to increase a system's run-time even with inclement weather conditions.

Charge Controller operates with temperature compensated limits ensuring battery charging algorithm protects battery (ies) from over and under voltage stress

Charge controller adapts maximum (charged) voltage based on temperature (14V maximum at 21° C).

Charge controller prevents discharge below temperature compensated battery Low Voltage Disconnect (LVD) limit (11.5V at 21° C)

Operate the light for a minimum of at least five [5] nights without adequate insolation during the day to charge the batteries.

Charge controller never discharges more than 20% depth of discharge per night.

Charge Controller differentiates between actual sunlight and solar panel illumination from the system's own LED light.

### Batteries:

#### Construction

Sealed valve regulated Gel cell type.

Maintenance free.

Air shippable.

Battery shall be rated "non-spillable" by ICAO/IATA/DOT.

100% recyclable.

Battery must be built to comply with IEC 896-2, DIN 43534, BS 6290 Pt4, and Eurobat.

#### Performance

Capable of over 2000 cycles.

Deep cycle technology.

Maintains over 80% of charge after 2 months if left disconnected.

Batteries should provide no less than 5 days of back up in no-sun conditions.

Warranted for a minimum of two (2) years, and an additional pro-rated warranty to cover five (5) years.

### Battery Enclosure:

#### Construction

All aluminum vented enclosure.

Aluminum doors and body powder coated to match the system color.

Installed below the solar panels on the panel support structure with a minimum 4" of air-barrier to prevent overheating.

NEMA 3R rated.

Holds up to 1 large-size (100 Ah) battery to a maximum enclosure weight of 65 lbs.

Hinged front cover and optional additional locking device.

All battery wire terminals and harnessing connect via quick-connect type with keyed connections to prevent miswiring.

#### Performance

Access provided for battery service via two (2) bolts.

Wire harness is 12AWG THHN wire and finished to prevent accidental shorts.

Terminal covers, ring washers, terminals, etc. are non-corrosive non-rusting.

Wire Harnessing & Fuse

Wire Harnesses Construction

All UV stabilized jacketed wiring and connectors.

Quick disconnect connector plugs have latch to ensure secure connection.

Provided with in-line fuse and holder in water tight enclosures.

Provided in variable lengths to eliminate all field wiring.

Color coded connectors make circuit purpose identification simple.

Individually matched quick disconnect plugs for battery, PV and luminaire to charge controller/LED driver.

Wire Harness Performance:

Sealed gasketed connectors prevent dust intrusion IP 66.

All wire gauges exceed NEC 2009 wire gauge and maximum current draw by 25%.

### Solar Lighting Pole, PV Structure, Pole Construction:

All aluminum extruded 8" diameter pole with integrated installation channels with bolt down base.

Stainless steel hardware for rust-proof and corrosion resistant mounting equipment.

Factory supplied with powder coating to match luminaire and battery enclosure precisely.

Provided with slip-fit design to support direct mounting of the LED luminaire, PV array and battery box.

Pole meets ANSI C136.36A-2010, for Roadway and Area Lighting Equipment- Aluminum Lighting Poles.

Pole Performance 140 mph wind zone:

Maximum EPA of 9.5 square feet (15 foot above ground installed).

Maximum Weight of 90 lbs (24 foot pole) and 299 lbs (entire solar light system).

Independently verified pole strength details by licensed Professional Engineer and Test Lab.

PV Support Structure Construction

Extruded high strength Aluminum alloy body.

Slip fit design to facilitate easy assembly onto pole

Powder coated to match the battery box and luminaire color.

PV Support Structure Performance:

Supports up to 1 PV modules for up to 140 mph wind zone.

Tilt of 45 degrees.

### Source Quality Control

Perform full-function testing on 100% of all lighting systems at the factory.

Manufactured by an ISO 9001-2008 listed manufacturer

## **27. DECOMPOSED GRANITE**

### Sequencing

A. Do not install work specified in this Section prior to acceptance of earth moving.

B. Coordinate work specified in this Section with work specified in other Sections to minimize cutting of and operation of heavy equipment over installed stabilized decomposed granite surfacing.

### Submittals

1. Manufacturer's product data sheet and installation instructions indicating that product complies with specifications for:

Delivery, Storage and Handling

A. Protect stabilized decomposed granite mix from contamination. ``Store under cover.

### Field Conditions

A. Do not install stabilized decomposed granite surfacing when subbase is wet at saturated field capacity.

### Excavation Examination

A. Examine grading and subsoil conditions. Do not proceed until conditions are acceptable.

### Preparation

A. Excavation: Excavate to depth required so edges of stabilized decomposed granite surfacing will match adjacent grades and have a maximum cross slope of 2 percent.

B. Subgrade Preparation: Comply with Standard Specifications Section 301-1 – "Subgrade Preparation."



### Installation

- A. Prior to installation, thoroughly presoak surface on which stabilized decomposed granite surfacing is to be placed.
- B. Install in 2" maximum lift thickness and soak with sufficient water to activate Natracil™ through entire depth of lift. Install the additional lifts and soak with sufficient water to activate Natracil™ as required.
- C. Grade and smooth to required elevation.
- D. Compact: After ± 4 hours, compact final lift with a three-five ton double or single static drum roller.
- E. Minimum Compacted Thickness: Install to depth shown on Drawings.
- F. Surface shall follow overall contours of landscape. Flat areas shall be crowned for drainage.
- G. Completed surface shall be of consistent quality and free of deleterious materials such as organic materials, nails, stones and loose material. Surface shall not have depressions or humps greater than ¼ inch in ten feet.

### Field Quality Control

- A. Material shall comply with manufactures specifications.

### Protection

- A. Do not allow traffic on stabilized decomposed granite surfacing for four days after placement or until compacted stabilized decomposed granite has fully cured.
- B. Protect stabilized decomposed granite surfacing from damage until Project completion. Repair damaged areas to match specified requirements.

### Maintenance and Repairs

- A. Loose aggregate will appear on the surface over time which is a natural occurrence. If excessive aggregate over ¼ inches occurs, redistribute the stabilized decomposed granite over the entire surface, water thoroughly and re-compact with a minimum one ton drum roller. This process can be repeated as needed.
- B. To repair, excavate damaged area leaving a minimum one inch depth of existing stabilized decomposed granite, water and scarify. Scarifying existing stabilized decomposed granite and the newly imported pre-blended stabilized decomposed granite.
- C. Add water to the pre-blended stabilized decomposed granite to activate. Apply moistened pre-blended stabilized decomposed granite to excavated area at or above finished grade.
- D. Compact with a walk behind drum roller. Do not allow traffic on stabilized decomposed granite surfacing for one-two days after placement or until compacted stabilized decomposed granite has fully cured.

### Stabilized Decomposed Granite Materials

#### A. Decomposed Granite:

- 1. Produce from naturally friable granite. Blends of coarse sand and rock dust are not acceptable.
- 2. Gradation, in accordance with ASTM C136:

Sieve Size	Percent Passing
½"	100
3/8"	90 - 100
No. 4	50 - 100
No. 30	25 - 55
No. 100	10 - 20
No. 200	5 - 18
- 3. Sand Equivalent: 30 minimum in accordance with ASTM D2419.
- 4. Color: "Brimstone" for pathways and "Desert Gold" for open areas or approved equal.
- 5. Supplier: Southwest Boulder & Stone, (760) 342-5522 or approved equal.

B. Binder: Provide Natracil by Gail Materials or approved equal and complying with the following requirements:

1. Swell Volume: 35 ml/gm minimum in accordance with USP procedures.
2. 90% minimum shall pass a No. 40 mesh screen.

C. Factory Blending:

1. Mix decomposed granite and Natracil™ with a pug mill that includes a weigh-belt feeder.
2. Multipurpose Trail: Mix 12 lbs. of binder per 2000 lbs. of aggregate.

Accessories

A. Water: Free from contaminants that would discolor or be deleterious to stabilized decomposed granite surfacing.

B. Soil Sterilant: Oxadiazon or approved equal.

## **28. METAL FENCES GENERAL**

### SUMMARY

This section includes the following:

Steel ornamental fences with solid steel pickets.

Related Sections include the following:

Division 2 Section "Earthwork" for filling and for grading work.

### SUBMITTALS

Submit product data in the form of manufacturer's technical data, specifications, and installation instructions for fences and gates.

Shop Drawings: Submit shop drawings showing location of fence and gates, including each post, details of post installation, hardware, and accessories. Show sizes and thicknesses of all members, types of materials, methods of connection and assembly, complete dimensions, clearances, anchorage, relationship to surrounding work, and other pertinent details of fabrication and installation.

Samples for Verification: Submit samples for each profile and pattern of fabricated metal and for each type of metal finish required, prepared on metal of same thickness and alloy indicated for the Work.

Include samples of the following:

Post cap including 12 inch (300-mm) long section of post.

Full-size sample of fence, 2 feet wide by full height.

Gate hardware including hinges and latch, if needed.

Qualification Data: Submit qualification data for fabricator.

### QUALITY ASSURANCE

Installer Qualifications: Arrange for installation of ornamental metal fences and gates specified in this Section by the same firm that fabricated it.

Fabricator Qualifications: A firm experienced in producing ornamental metal fences and gates similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

### MATERIALS

Steel and Iron: Provide steel and iron in form indicated to comply with the following requirements:

Steel Plate, Shapes, and Bars: ASTM A 36/A 36M.

Steel Sheet: Commercial-quality, cold-rolled, stretcher-leveled, carbon-steel sheet complying with ASTM A 366/A 366M, Class I, matte finish.

Gray-Iron Castings: ASTM A 48, Class 30 (ASTM A 48M, Class 200).

Malleable-Iron Castings: ASTM A 47 (ASTM A 47M), grade as recommended by fabricator for type of use indicated.

Ductile Iron Castings: ASTM A 536, grade as recommended by fabricator for type of use indicated.

Stainless Steel:

Sheet, Strip, Plate, and Flat Bar: ASTM A 666, Type 304.

Bars and Shapes: ASTM A 276, Type 304.

Fasteners: Type 304 stainless-steel. Select fasteners for type, grade, and class required.

Exterior Erosion-Resistant Anchoring Cement: Super Por-Rok by Minwax Construction Products, Montvale, NJ.

Paint:

Primer: Intertuf (modified epoxy, high build, high solids) primer by International Coatings Ltd.

Topcoat: Interthane 990HS (polyurethane) by International Coatings Ltd.

## ORNAMENTAL METAL FENCES

Fence Design: [Montvale]

Fence Height: [6 feet] [As indicated on Drawings].

Pickets: Solid 5/8 inch square pickets with either forged or cast iron finials.

Finial: [Type F-5, Spade]

Rails: Steel channels, 3/4 inch by 1-1/2 inch by 1/8 inch thick.

Posts: Square steel tubes, 2 inches by 2 inches by 3/16 inch thick, with cast iron post caps.

Post Caps: [Type C-1, Pyramid].

## FABRICATION, GENERAL

Shop Assembly: Preassemble fence in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

Attach cast iron picket finials and post caps with stainless steel set screws after painting and finishing of pickets, posts, finials, and caps. Welding of finials to pickets and caps to posts will not be accepted.

Straighten pickets. Maximum deviation from straight shall be 1/8 inch in 4 feet.

Shear and punch metals cleanly and accurately. Remove burrs.

Ease exposed edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

All forging shall be coal forged.

Provide castings that are sound and free of warp or defects which impair strength or appearance.

Weld pickets to rails and weld brackets to posts. Make all welds continuous, to comply with the following:

Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

Obtain fusion without undercut or overlap.

At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure metal fence rigidly in place.

Allow for thermal movement resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening up of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## FINISHES, GENERAL

Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

Finish ornamental metal fences and gates after assembly.

### STEEL AND IRON FINISHES

Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below and SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning" for surface preparation specifications and environmental exposure conditions of installed metal fabrications:

Remove all loose scale by blasting in accordance with SSPC-SP6. Perform blasting with an air compressor having a minimum capacity of 200 C.F.M. and an air dryer with a minimum capacity of 250 C.F.M.. Use cast steel grit blast media G25, G40, or G50 in accordance with SAE J1993.

Apply coating system within four hours of blasting, in a suitably designed spray booth capable of controlling environmental conditions. Do not apply paint when the air, steel or paint materials are below 50 degrees F. or the humidity is above 80 percent.

Do not apply paint when the relative humidity exceeds 80 percent or when the temperature is less than 5 degrees above the dew point. The temperature of the material to be coated must be within 5 degrees of the ambient temperature with minimum material temperature to be above 50 degrees. Monitor and record temperature and relative humidity on a daily basis during each application.

#### Shop Priming:

Shop apply epoxy primer, *within four hours of blasting*, to uncoated surfaces of metal at 4.0 to 6.0 mils DFT. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

Prime surfaces prior to application of finish coat. Surfaces to be painted shall be clean and free of oil and dirt. Fill cracks and crevices at scrolls, circles, and at sandwiched components, with Dymonic polyurethane caulking after priming has cured and prior to application of the finish paint coat.

Stripe paint corners, crevices, bolts, welds, and sharp edges.

Finish Coat: Shop apply one finish coat of polyurethane applied at 2.0 to 3.0 mils DFT.

Color: Black, high gloss.

Provide finished product free of runs, sags, pinholes and holidays. Allow paint to fully cure before installation.

### INSTALLATION

Install ornamental metal fences and gates in accordance with approved shop drawings. Do not begin installation and erection before final grading is established.

Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.

If not indicated on Drawings, excavate holes for each post 6 to 8 inches in diameter.

Unless otherwise indicated, excavate hole depths not less than 36 inches below the finish grade surface.

Setting Posts in Earth: Center and align posts in holes, space as required by manufacturer. Brace terminal post against structure as required.

Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.

Unless otherwise indicated, set top of concrete footings 4 inches below finish grade.

## **29. FINAL APPROVAL OF THE WORK**

Within thirty (30) days after request for final approval of the work, EDA will make a proposed final estimate in writing of the quantities of work done under the contract and the value of such work and will submit such estimate to Contractor. Within thirty (30) days thereafter Contractor shall submit to EDA his written approval of said proposed final estimate.

On Contractor's approval or if he files no claims within said period of thirty (30) days, EDA will issue a final written estimate as submitted to Contractor and County shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract.

If Contractor files claim(s) within said period of thirty (30) days, EDA will issue as a semi-final estimate the proposed estimate submitted to Contractor and the County will within thirty (30) days pay the sum found due thereon after deducting all prior payments and all amounts to be kept and retained under the provisions of the contract, EDA shall then consider and investigate Contractor's claims and shall make such revisions in the said estimate as he may find to be due, and shall then make and issue his final written estimate. County will pay the amount so found due after deducting all previous payments and amount to be retained under the contract.

All prior or partial estimates and payments shall be subjected to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done there under and compensation therefore, except in the case of gross error. Acceptance of final payment constitutes a release of County by Contractor of all claims relating to the work.