

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

248



FROM: Economic Development Agency

SUBMITTAL DATE:
September 16, 2010

SUBJECT: ADA Pavement Improvement Project Phase 4 – Riverside County Fairgrounds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the construction of the ADA Pavement Improvement Project Phase 4 at the Riverside County Fairgrounds; and
2. Authorize the Clerk of the Board to advertise the Notice Inviting Bids for the project.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Community Development Block Grant, Riverside County Palm Desert Finance Authority, 4 th District Community Improvement Designation funds, and Deferred Maintenance Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: September 28, 2010
xc: EDA, COB

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
3.30

Prev. Agn. Ref.: 7/13/10 3.37; 9/14/10 3.3 and 3.13 | **District:** 4 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 9/16/10
Departmental Concurrence

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

BACKGROUND:

The ADA Transition Plan for the Riverside County Fair and National Date Festival (Plan) prepared by BOA Architecture in July 2008, documented physical barriers that limit the accessibility of the County's resources and programs to individuals with disabilities. The Plan established priorities and a schedule for improvements which would maximize accessibility at the fairgrounds.

Priority for barrier removal on the fairgrounds in accordance with Federal Department of Justice Priorities – 28 CFR 36.304(c) includes:

1. Entrances onto fairgrounds/onsite paths of travel to facilities/facilities entrances. [28 CFR 36.304(c)(1)];
2. Accessible use of facilities [28 CFR 36.304(c)(2)];
3. Toilet facilities [28 CFR 36.304(c)(3)]; and
4. Other access improvement to fairgrounds program, service, and/or activity.

The current Fiscal Year project is the fourth phase of construction improvements directed at Priorities 1 and 2. The project, "Phase 4 – 5.5 Acres Pavement Improvements," will address path of travel improvements at the entrances onto the fairgrounds and into facilities entrances. The project includes demolition of existing pathways and reconstruction in accordance with Hydrology and Engineering Plans developed for the entire fairgrounds. The improvements will benefit persons accessing the fairground at Dr. Carreon Drive/Gate 6 and will improve accessibility to the Taj Mahal Courtyard, Kiddie Carnival, and parking areas. In addition, infrastructure improvements will be made to eliminate ponding during rain events and increase sewage discharge capacity.

EDA retained David Evans and Associates to provide engineering, bidding, and construction management services for the project. The project will be funded with Community Development Block Grant Funds, Riverside County Palm Desert Finance Authority Funds, 4th District Community Improvement Designation Funds, Deferred Maintenance Funds, and will have no impact on the general fund.

Staff recommends that the Board of Supervisors approve all motions.

SPECIFICATIONS

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
44-199 MONROE STREET, #B
INDIO, CA 92201
(760) 863-2552

**FOR
RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL
FAIRGROUNDS PAVING AND DRAINAGE IMPROVEMENTS
PHASE IV
IN
INDIO, CALIFORNIA**

Prepared By:
David Evans and Associates, Inc.
4200 Concours, Suite 200
Ontario, California 91764

FORM APPROVED COUNTY COUNSEL

BY: 
NEAL R. KIPNIS

DATE

SEP 28 2010 3:30 pms

CONTRACTOR'S NAME _____

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
44-199 MONROE STREET, #B
INDIO, CA 92201

(760) 863-2552

CONTRACT DOCUMENTS

**FOR
RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL
FAIRGROUNDS
PAVING AND DRAINAGE IMPROVEMENTS
PHASE IV
IN
INDIO, CALIFORNIA**

Prepared By:
David Evans and Associates, Inc.
77-682 Country Club Drive Suite F2
Palm Desert, CA 2211
(760) 772-6558

FOR APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 9/24/10
NEAL R. KIPNIS DATE

September 2010

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RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
INDIO, CALIFORNIA

NOTICE INVITING BIDDERS
RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS
PAVING AND DRAINAGE IMPROVEMENTS
PHASE 4

Prospective bidders are hereby notified that the RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY, herein called County, will receive sealed bid proposals for RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL PAVING AND DRAINAGE IMPROVEMENTS. Such proposals will be received no later than 2:00 PM on October XX, 2010 at the County of Riverside, Clerk of the Board, 4080 Lemon Street, First Floor, Riverside, CA 92507, at which time said bids will be publicly opened and read.

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

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

Prevailing Wages - Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage rate requirements as predetermined by the Secretary of Labor are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

Prospective bidders shall have a Class "A" license in the state of California, or provide a combination of current and active specialty licenses as appropriate and qualified to perform the Work specified in the Contract Documents. Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professional Code of the State of California, and evidence of such license shall be presented to the County upon request.

County reserves the right to reject any and all proposals, to waive any irregularity, or to award a Contract to other than the lowest bidder. If the County elects to award a contract for the Work, the award will be made within 60 days from the date of the bid opening. Bids shall be valid for said 60-day period.

Each bid proposal must be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety admitted and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by the County) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY and when delivered with a proposal, shall constitute a guarantee that the bidder will, if award is made in accordance with the terms or said bidder's proposal, execute a Contract in the County's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the County, or equivalent substitution in lieu of bonds, each for not less than 100 percent of the bid price and furnish Certificates of Insurance evidencing that all insurance coverage required by the contract has been secured.

Contract Documents will be available beginning _____, 2010 and may be obtained for a fee from Planit Reprographics. Contact Planit Reprographics at (760) 345-2500, 77738 Flora Road, Palm Desert, CA 92211, www.planitreprographics.com. All requests for clarification should be directed to Gabriel Rodriguez, David Evans and Associates, Inc. at (951) 830-4338, or at GNR@deainc.com.

By: Leah Rodriguez, Project Manager
Riverside County Economic Development Agency
44-199 Monroe Street, Suite B
Indio, CA 92201
(760) 863-2552

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
INDIO, CALIFORNIA

**BIDDING DOCUMENTS
FOR
RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS
PAVING AND DRAINAGE IMPROVEMENTS
PHASE 4**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- A. Bidder shall submit a proposal for each bid item. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid items.
- B. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- C. Bidder shall be licensed in accordance with the California Contractor Law of the Business and Professions Code and shall have a minimum of 5 years experience in the type of Work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also have a minimum of 5 years experience in the type of Work specified.
- D. Bidder shall visit and inspect the Work site and complete the Certification of Bidder's Work Site Inspection to verify same.
- E. The Owner reserves the right to reject all Bids without cause or waive minor irregularities in the Bid prior to award of same.

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
INDIO, CALIFORNIA

BIDDING DOCUMENTS
FOR
RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS
PAVING AND DRAINAGE IMPROVEMENTS
PHASE 4

INSTRUCTIONS TO BIDDER

- A. **Responsible Bidders:** Bidders are advised that in selecting a Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his/her trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his Proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposal.
- B. **Form of the Proposal:** The proposal must be made on the attached Contractor's Proposal form (page BD-8), which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal form.

Each proposal shall include a complete list of the subcontractors proposed for every portion of the work, in accordance with Public Contract Code Sections 4100 - 4114, inclusive.

- C. **Submission of the Proposal:** Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

PROPOSAL FOR THE CONSTRUCTION OF
PAVING AND DRAINAGE IMPROVEMENTS

FOR
RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS
PHASE 4

Proposals shall be submitted at the place designated in the Notice Inviting Bids at, or before, the time specified in said Notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by the Contractor in writing, and not by telephone or telegram.

- D. **Interpretation of the Documents**: Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the County's Representative. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be faxed, mailed, or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the County's Representative.
- E. **Completion Of Bid Proposal And Supporting Documents**: Each Bidder shall complete the attached Bid Proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Contract Completion Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Affidavit, and Bid Proposal Guarantee. **Each blank on each page shall be completed in ink and shall be printed by hand. The completed forms shall be without interlineations, alterations, or erasures; however, Bidder may correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove.**

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any interlineations or alterations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or by matter whatever. Pursuant to Business and Professions Code Section 7028.15, any bid submitted by a Contractor not licensed in accordance with this chapter and pursuant to the requirements found in these bid documents shall be considered by the Owner to be non-responsive and shall be rejected by the Owner.

Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves. Owner will not accept proposals on forms other than those included in the bound volume herein; those forms may be copied as necessary for submission of bid. Owner will not consider any proposal which does not include bids on all scheduled items set forth in the Bidding Sheet for the minimum bid specified.

- F. **Addenda To The Documents**: The Owner reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractors Proposal in the space provided.
- G. **Owners Reservation Of Rights**: The Owner reserves the right to reject any or all proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set or the opening thereof.
- H. **Bidder's Check Or Bond**: Each proposal must be accompanied by a certified or cashiers check, or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents and the required Payment & Performance bonds in accordance with his proposal accepted by the Owner. In default of execution of the contract upon award and/or delivery of said Payment and Performance Bonds, such proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidders proposal and the amount for which the Owner may legally contract with another party

to perform the said work together with the costs to the Owner of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph G above, and to the successful bidder upon execution of the contract documents.

NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON FORM SUPPLIED BY OWNER.

I. **Bond(s) And Certificates Required Of Successful Bidder:** Before commencing any Work under this Contract, the successful Bidder shall file four of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

- a. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register). And
- b. Either a current A.M. Best A VIII rated Surety OR an Admitted Surety Insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

Should any surety or sureties upon said bonds or any of them become insufficient, successful Bidder shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the County that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

The successful Bidder shall provide a contract performance bond in an amount of not less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the contract. In addition, the successful Bidder shall provide a payment bond in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the contract.

J. **Award of Contract:** All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder who can comply with the specified delivery and or completion schedules. However, the Owner reserves the right to reject any and all bids or to waive any irregularity. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

K. **Additional Information:** The Owner reserves the right to require of a bidder information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect or Engineer shall be deemed to refer to the Owner where no Architect or Engineer has been employed by the Owner.

L. **Execution of the Contract:** The Bidder to whom award is made shall execute a written contract with the Owner on the form of contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience, Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvements - Phase 4

the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding Section I, 10 days from the date of mailing the Notice from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Owner may award the contract to the Bidder whose proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

- M. **Prompt Action By Contractor:** After the award of the Contract by the Owner, and within four working (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and Certificates of Insurance.
- N. **Caution to Bidders:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the Contractor by various other portions of the Contract Documents.
- O. **Bidder's Qualifications:** To be considered, a potential bidder must have a Contractor's License, as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.
- P. **Time of Completion:** Time of completion of project is ninety (90) calendar days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- Q. **Bids:** Under the bidding items listed on Contractors Proposal, bidders shall state prices for each basis for bid given herein after:

Base Bid shall be the entire work complete in accordance with all of the Contract Documents.

- R. **Withheld Contract Funds:** Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 30 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE
RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY

Date _____

Bidder _____

The undersigned, having carefully examined the proposed site and all of the Contract Documents (including but not limited to the plans and specifications) for RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL PAVING AND DRAINAGE IMPROVEMENTS, PHASE 4, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

for the total sum, including all applicable taxes, permits and licenses as follows:

Total Bid \$ _____

STATEMENT OF EXPERIENCE

A. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work.

Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

If Bidder (Contractor) has less than 5 years experience, Bidder (Contractor) shall complete Section E, listing the work experience for principals and key personnel.

B. Subcontractors

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent of the total bid. State the subbidders and the work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. If subbidder (subcontractor) has less than 5 years experience, subbidder shall complete Section F listing the work experience for principals and key personnel.

1) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

2) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

Statement of Experience (Continued)

3) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

4) Name: _____

Address: _____

Contractor License No.: _____

Class: _____

Type of Work: _____

Years of Experience: _____

C. Bidder Projects (use reverse side if necessary)

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four similar projects that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Contractor: _____

Contract Amount: _____

Date _____

Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

Statement of Experience (Continued)

2) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

3) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

4) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

Statement of Experience (Continued)

5) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Contractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

D. Subbidder Projects (use reverse side if necessary)

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two similar projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

1) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Statement of Experience (Continued)

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

3) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

4) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of
Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Statement of Experience (Continued)

Person in Charge of Project (Name & Phone): _____

5) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

E. Bidder's Principals and Key Personnel (use reverse side if necessary)

If Bidder (Contractor) has less than 5 years experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award.

1) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Statement of Experience (Continued)

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

F. Subbidder's Principals and Key Personnel (use reverse side if necessary)

If any subbidder (subcontractor) has less than 5 years experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award.

1) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

3) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Statement of Experience (Continued)

Capacity (Title): _____

4) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

G. Has Bidder been involved in litigation with any owner of any project within the last 10 years? _____ If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

H. Have any subbidders been involved in litigation with any owner of any project within the last 10 years? _____. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

I. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of contract. Said statement, data, or information may be considered in selecting the successful Bidder.

Bid Schedule

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. Quantities are estimates and must be verified by the contractor. If there is a discrepancy between the plans and the bid schedule, the plans prevail. Estimates are plus or minus 10% and adjustments to the contract for amounts over or under the estimate will only be made when the quantity adjustments exceed the 10% threshold. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

Base Bid Schedule: All proposed work per XXXXX

**BID SCHEDULES
FOR
RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS
PAVING AND DRAINAGE IMPROVEMENTS
PHASE 4**

BASE BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization	LS			
2	Storm Water Pollution Prevention Plan & NOI	LS			
3	Construction Staking	LS			
4	Develop Water Supply	LS			
5	Sawcut Existing Concrete/AC Pavement	LF			
6	Remove Existing AC Pavement and Aggregate Base	SF			
7	Remove Existing Concrete	SF			
8	Remove Existing Concrete Curb	LF			
9	Remove Existing Curb and Gutter	LF			
10	Remove Existing Concrete Valley Gutter	LF			
11	Remove Existing Dry Well	EA			
12	Remove Existing Bollards	EA			
13	Remove and Dispose of Existing Pipe	LF			

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Item No.Dollars/Cents	Item Total (in Figures) Dollars/Cents
14	Remove and Re-Install Existing Chain Link Fabric	LF			
15	Finish Grading and Soil Prep	SF			
16	Place 6" Thick Portland Cement Concrete	SF			
17	Place 4" Thick Aggregate Base	CY			
18	Construct 4" Concrete Pad	SF			
19	Construct 6" Type "C" Curb	LF			
20	Construct 6" Type "D" Curb	LF			
21	Construct Troweled Edge	LF			
22	Construct 6" Thick PCC Gutter Pan	SF			
23	Construct 20' Deep Dry Well	EA			
24	Install 4" PVC Sch 40 Pipe	LF			
25	Install #4 Rebar Dowels	EA			
26	Relocate Sprinkler Head	EA			
27	Replace Existing Utility Box and Adjust to Grade	EA			
28	Replace Existing Sewer Cleanout and Adjust to Grade	EA			
29	Adjust Existing Manhole to Grade	EA			
30	Adjust Existing Utility Vault to Grade	EA			
31	Adjust Existing Water Valve to Grade	EA			

TOTAL BASE BID: _____ (\$ _____)

Words

Figures

PAYMENT FOR BASE BID ITEMS

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for **“Mobilization”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, incidentals and permits/authorization required to establish a construction staging area(s), office and other facilities at the project site and movement of personnel, construction equipment and supplies to the project site to enable the Contractor to begin work on the other contract items that will be performed by the Contractor in accordance with the specifications.
2. Payment for **“Storm Water Pollution Prevention Plan & Notice of Intent”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, incidentals, fees and permits/authorization required to prepare and implement a storm water pollution prevention plan and obtain a WDID number from the Regional Water Quality Control Board in accordance with the plans and specifications.
3. Payment for **“Construction Staking”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required to provide construction staking to construct the intent of the project in accordance with the plans and specifications.
4. Payment for **“Developing Water Supply”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, incidentals and permits/authorization required to develop a water supply in accordance with the specifications.
5. Payment for **“Saw Cut Existing concrete/AC pavement”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to saw cut Portland cement concrete and asphalt concrete in accordance with the plans and specifications.
6. Payment for **“Remove Existing AC Pavement and Aggregate Base”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove existing asphalt concrete pavement, aggregate base, vegetation within proposed paving limits and legally dispose of the material as well as preserve existing property, utilities and other facilities in accordance with the plans and specifications.
7. Payment for **“Remove Existing Concrete”** will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove all reinforced and non-reinforced concrete and legally dispose of the material in accordance with the plans and specifications.

8. Payment for **“Remove Existing Concrete Curb”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove concrete curb and legally dispose of the material in accordance with the plans and specifications
9. Payment for **“Remove Existing Curb and Gutter”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove concrete curb and gutter and legally dispose of the material in accordance with the plans and specifications.
10. Payment to **“Remove Existing Concrete Valley Gutter”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove concrete valley gutter including reinforcement and legally dispose of the material in accordance with the plans and specifications.
11. Payment for **“Remove Existing Dry Well”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for excavation, removal and legal disposal of all existing dry well materials, as well as backfilling and compacting the excavation and preparing sub-grade at the grading plane in accordance with the plans and specifications.
12. Payment for **“Remove Existing Bollards”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing bollards including footings in accordance with the plans and specifications.
13. Payment for **“Remove and Dispose of Existing Pipe”** will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to trench, remove, legally dispose of pipe, cap remaining pipe, backfill and compact the trench in accordance with the plans and specifications.
14. Payment for **“Remove and Re-Install Existing Chain Link Fabric”** will be made on a linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, and equipment and performing all the work involved and required in the removal, storage and re-installation of the existing chain link fence fabric in accordance with the plans and specifications.
15. Payment for **“Finish Grading and Soil Preparation”** will be made on a square foot (S.F.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to over-excavate, scarify, moisture condition and compact, prepare subgrade, fine

grade including slopes and legally dispose of excess soil in accordance with the plans and specifications.

16. Payment for **“Place 6” Portland Cement Concrete**” will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place and remove forms, place and finish concrete, install reinforcing dowels at construction joints, install expansion joints and joint filler, apply joint sealant and greensaw weakend-plane joints in accordance with the plans and specifications.
17. Payment for **“Place 4” Thick Aggregate Base**” will be made on a per cubic yard (CY) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to provide, place and compact aggregate base in accordance with the plans and specifications.
18. Payment for **“Construct 4” Concrete Pad**” will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade, place and remove forms and place and finish concrete in accordance with the plans and specifications.
19. Payment for **“Construct 6” Type ‘C’ Curb**” will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to place and remove forms and place and finish concrete in accordance with the plans and specifications.
20. Payment for **“Construct 6” Type ‘D’ Curb**” will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to place and remove forms and place and finish concrete in accordance with the plans and specifications.
21. Payment for **“Construct Troweled Edge**” will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to finish concrete with a troweled edge in accordance with the plans and specifications.
22. Payment for **“Construct 6” Thick PCC Gutter Pan**” will be made on a per square foot (SF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to prepare sub-grade, place and remove forms and place and finish concrete in accordance with the plans and specifications.
23. Payment for **“Construct 20’ Deep Dry Well**” will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for excavation, dewatering, preparing

sub-grade, construction and installation of all dry well materials, adjusting top of grate to final grade, removal of excess soil and material as well as backfilling and compacting in accordance with the plans and specifications.

24. Payment for **“Install 4” PVC Sch 40 Pipe**” will be made on a per linear foot (LF) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to trench, install pipe, backfill, compact, and prepare sub-grade in accordance with the plans and specifications.
25. Payment for **“Install #4 Rebar Dowels**” will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare and drill existing concrete and install reinforcing dowels with epoxy at construction joints in accordance with the plans and specifications.
26. Payment for **“Relocate Sprinkler Head**” will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and relocate sprinkler head and all pertinent irrigation piping, backfill, and compact in accordance with the plans and specifications.
27. Payment for **“Replace Existing Utility Box and Adjust to Grade**” will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing utility box, install new concrete utility box with metal cover, and adjust cover to final grade in accordance with the plans and specifications.
28. Payment for **“Replace Existing Sewer Cleanout and Adjust to Grade**” will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove and legally dispose of existing sewer cleanout ring and cover, install new cleanout ring and cover, and adjust cover to final grade in accordance with the plans and specifications.
29. Payment for **“Adjust Existing Manhole to Grade**” will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to adjust existing manhole cover to final grade in accordance with the plans and specifications.
30. Payment for **“Adjust Existing Utility Vault to Grade**” will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to adjust existing vault cover to final grade in accordance with the plans and specifications.

31. Payment for **“Adjust Existing Water Valve to Grade”** will be made on a per unit (EA) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to adjust existing water valve cover to final grade in accordance with the plans and specifications.

HOUSING AND URBAN DEVELOPMENT SECTION 3 CLAUSE:

- A. The work to be performed under this Contract is subject to the requirements of Section 2 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.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 Covered Indian Housing Assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

CONTRACT COMPLETION SCHEDULE

A. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within ninety (90) calendar days from the date specified in the Notice to Proceed.

B. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000 per calendar day will be assessed for each calendar day that the Work remains incomplete following the contract completion, as adjusted for due cause by change order.

CERTIFICATION OF BIDDER'S WORK SITE INSPECTION

I certify that I have visited and inspected the work site on the following dates:

Site: _____ Date Visited: _____

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

STATEMENT ON BONDS AND INSURANCE

A. Names and addresses of all members of partnership or names and titles of all corporate officers:

B. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address (es) of surety or sureties agreeing to furnish bond

C. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address (es) of insurers agreeing to insurance coverage

CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF
THE REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

Date

Bidder

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the **RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS PAVING AND DRAINAGE PROJECT, PHASE 4**, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date

Addendum No. _____ Date

Addendum No. _____ Date

for the total sum, including all applicable taxes, permits and licenses as follows:

Base Bid \$

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of 2 of 1% of said total bid.

PORTION OF THE WORK SUBCONTRACTOR ADDRESS

PORTION OF THE WORK SUBCONTRACTOR ADDRESS

Name of Bidder

Type of Organization

Signed By _____

Title of Signer _____

Address of Bidder _____

Telephone Number

Contractor's License _____ Classification

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____ as Principal and _____, as Surety, are hereby held and firmly bound unto the ECONOMIC DEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called the "Owner", in the sum of _____ dollars (\$ _____) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of

**RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS
PAVING AND DRAINAGE IMPROVEMENTS
PHASE 4**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the aforesaid Principal shall be awarded the contract upon said proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bond, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including, but not limited to, publication cost, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____ (Seal)

Individual Principal

_____ Address

_____ Business Address

_____ (Seal)

Individual Principal

_____ Address

_____ Business Address

_____ Corporate Principal

_____ Business Address

By _____
(Affix Corporate Seal)

Attest:

Corporate Principal

Business Address

By _____
(Affix Corporate Seal)

Attest:

The rate of premium on this bond is _____ per thousand. Total amount of premium charged,
\$ _____.

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

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, associations, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated this _____ (day) of _____ (month), _____ (year)

at _____, California

Signature of affiant:

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

_____ declares as follows:

That he or she is a member of the joint venture or co-partnership firm designated as _____ which is the party making the foregoing proposal or bid; that the bid is not made in the interest of; or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That he/she has been and is duly vested with authority to make and sign instruments for the joint venture or co-partnership by

_____ who constitute the other members of the joint venture or co-partnership.

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

Dated this _____ (day) of _____ (month), _____ (year)

at _____, California

Signature of affiant:

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

_____ declares as follows:

That he or she is a member of _____, a corporation which is a party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated this _____ (day) of _____ (month), _____ (year)

at _____, California

Signature of affiant:

Note: Notarization of signature required

AGREEMENT FORM

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between _____, hereinafter called the "Contractor" and the Economic Development Agency for the County of Riverside, hereinafter called the "Owner".

WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Specific Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of and in strict accordance with the plans and specifications _____, 2010, prepared by David Evans and Associates, Inc., hereinafter called the "Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within ninety (90) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ Dollars (\$ _____), being the total of the Base Bid.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvements Phase 4

books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA _____
Modification Number: _____
Date: _____

Section 3 Compliance: The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:

- A. 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.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in _____ counterparts.

Type of Contractor's organization

If other than individual or corporation, list names of all members who have authority to bind firm.

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: _____ Firm Name _____

_____ Signature _____

_____ Address _____

Contractor's License No. _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation _____

Name of Secretary of Corporation _____

Corporation is organized under the laws of the state of _____

Firm Name _____

Signature _____

AFFIX
SEAL

Title of Office _____

Address _____

Contractor's License No. _____

Attest: _____ Owner _____

Deputy

By _____

Chairman of the Board

Seal

PERFORMANCE BOND

The makers of this bond, _____, as Principal, and _____, as Surety, are held and firmly bound unto the ECONOMIC DEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called the Owner, in the sum of \$ _____ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2010, for the construction of **RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FAIRGROUNDS PAVING AND DRAINAGE IMPROVEMENTS, PHASE 4**, in accordance with plans and specifications, dated September , 2010.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation, or prepayment under said contract.

DATED:

PRINCIPAL

By _____

SURETY

By _____

Its' Attorney in Fact

Title _____

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)

PAYMENT BOND
(Public Work - Civil code Section 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 the ECONOMIC DEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity, as Owner, for \$ _____, the total amount payable. THE AMOUNT OF THIS BOND IS 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 the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 4250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its' Attorney in Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA)
COUNTY OF _____) SURETYS ACKNOWLEDGMENT

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

Notary Public (Seal)

Approved as to form:

Agency Counsel

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvements Phase 4

**County of Riverside
Economic Development Agency**

**SPECIAL FEDERAL PROVISIONS
CONSTRUCTION BID DOCUMENT**

**Community Development Block Grant
Construction Activities**

Last Date of Revision: April 22, 2010

BID DOCUMENT INDEX

EXHIBITS

Bid Forms

1. General Summary
2. B-1 Federal Labor Standards Provisions (HUD 4010)
3. B-2 Federal Prevailing Wage Decision (CA _____ Mod. _____)
4. B-3 Project Sign
5. B-4 Certification of Bidder Regarding Nonsegregated Facilities
6. B-5 County of Riverside Section 3 Affirmative Action Program
7. B-6 Bidder's Certification for Section 3 Compliance
8. B-7 Bidder's Certification on Federal Contract Requirements
9. B-8 Questionnaire Regarding Bidders
10. B-9 List of Sub-Contractors and Suppliers

Post-Award Forms

11. PA-1 Performance Bond (100% of contract price)
12. PA-2 Payment Bond
13. PA-3 Subcontractor Questionnaire
14. PA-4 Sub-Contractor Certification Regarding Nonsegregated Facilities
15. PA-5 Section 3 Summary Report
16. PA-6 Davis-Bacon Classifications and Pay Rates
17. PA-7 Subcontractor Certification for Affirmative Action

GENERAL SUMMARY

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

1. The Contractor and the Sub-contractor(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 Barrier Act of 1968, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.
2. The Contractor and the Sub-contractor(s) shall allow all authorized Federal State and/or County officials access to the work area, fiscal, payroll, materials and other relevant contract records. All relevant records must be retained for at least five years.
3. The Contractor and the Sub-contractor(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 Sub-contractor(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 Sub-contractor(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 there to any amendment thereof.
6. The Contractor and the Sub-contractor(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 Sub-contractor(s) shall comply with Clean Air Act of 1963 (P.L. 90-148) and the Federal Water Pollution Act (P.L. 52-500), 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 Sub-contractor(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 Sub-contractor(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 Sub-contractor(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 shall complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4**.
14. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.
15. For projects \$100,000 or over the Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2**).
16. The Contractor and the Sub-contractor(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 Sub-contractor(s) shall comply with the attached County of Riverside Section 3 Policy and Requirements **Exhibits B-5, B-6, and PA-6**.
17. Along with the bid, the Contractor shall submit the attached, **Exhibit B-7**, certification that "he fully understands the diversified Federal requirements imposed on the Contractor(s) of HUD funded construction projects."

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. For projects \$100,000 or over the Contractor shall submit a Bid Guarantee Bond in an amount no less than 5% of the total contract price, along with the bid.
20. The Contractor and Sub-contractor(s) shall comply with the Affirmative Action Reporting Requirements by completing the attachment **Exhibit B-6** entitled, "Contractor Certification for Affirmative Action."
21. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
22. The Questionnaire Regarding Bidders **Exhibit B-8** and List of Sub-contractors **Exhibit B-9** 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.

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 I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits 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 part Previous editions are obsolete Page 2 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Department of Labor Wage and Hour Division Web site: 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 action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship

program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible 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 sub paragraph (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)

FEDERAL PREVAILING WAGE DECISION

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

2-1 LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE. A construction project covered by Federal labor standards requires a series of specific actions . . . prior to the actual start of construction. Those actions are:

- a. obtaining an applicable 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 . . .
- c. including appropriate labor standards provisions and the wage determination in the construction contract; ...

2-2 CONSTRUCTION WAGE DETERMINATION - DEFINITION. All construction bid documents and contracts or analogous instruments covered by Federal labor standards 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

Project wage determinations are obtained through the submission of Standard Form SF-308 to the Department of Labor (DOL) by the:

County of Riverside Economic Development Agency

The Agency will submit the appropriate form to the HUD Field Office Labor Relations Staff for the most current wage decision effective 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.

Allow a least 30 days for processing such requests to HUD.

INSERT PREVAILING WAGE HERE

General Decision Number: CA100036 09/10/2010 CA36

Superseded General Decision Number: CA20080036

State: California

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

County: Riverside County in California.

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

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/25/2010
5	07/02/2010
6	07/23/2010
7	08/06/2010
8	08/13/2010
9	08/27/2010
10	09/03/2010
11	09/10/2010

ASBE0005-002 01/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.93	15.32
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from		

mechanical systems, whether they contain asbestos or not)....\$ 18.85 8.03

 BOIL0092-003 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 40.22	22.26

 BRCA0004-011 05/01/2010

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.25	10.62

 BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88
TILE LAYER.....	\$ 32.05	11.99

 BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

 CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

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

piledrivers): \$0.13 per hour additional. Certified Welder
 - \$1.00 per hour premium.

 CARP0409-002 07/01/2008

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

Amounts in 'Rates' column are per day

 CARP0409-005 07/01/2010

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

 CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

 ELEC0011-002 02/01/2010

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 26.99	3 $\frac{1}{2}$ +8.64
Technician.....	\$ 28.79	3 $\frac{1}{2}$ +8.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current

inside wireman total cost package.

 ELEC0440-001 06/01/2009

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 35.70	3%+15.59
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 35.00	3%+15.14
Technician.....	\$ 26.25	3%+15.14

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
 Zone B: Any work performed in Zone (B) shall add \$8.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

 ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

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

 ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

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

ENGI0012-003 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 36.83	17.22
GROUP 2.....	\$ 37.61	17.22
GROUP 3.....	\$ 37.90	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 40.49	17.22
GROUP 6.....	\$ 39.61	17.22
GROUP 7.....	\$ 40.71	17.22
GROUP 8.....	\$ 39.72	17.22
GROUP 9.....	\$ 40.82	17.22
GROUP 10.....	\$ 39.84	17.22
GROUP 11.....	\$ 40.94	17.22
GROUP 12.....	\$ 40.01	17.22
GROUP 13.....	\$ 40.11	17.22
GROUP 14.....	\$ 40.14	17.22
GROUP 15.....	\$ 40.22	17.22
GROUP 16.....	\$ 40.34	17.22
GROUP 17.....	\$ 40.51	17.22
GROUP 18.....	\$ 40.61	17.22
GROUP 19.....	\$ 40.72	17.22
GROUP 20.....	\$ 40.84	17.22
GROUP 21.....	\$ 41.01	17.22
GROUP 22.....	\$ 41.11	17.22
GROUP 23.....	\$ 41.22	17.22
GROUP 24.....	\$ 41.34	17.22
GROUP 25.....	\$ 41.51	17.22
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.18	17.22
GROUP 2.....	\$ 38.96	17.22
GROUP 3.....	\$ 39.25	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 39.61	17.22
GROUP 6.....	\$ 39.72	17.22
GROUP 7.....	\$ 39.84	17.22
GROUP 8.....	\$ 40.01	17.22
GROUP 9.....	\$ 40.18	17.22
GROUP 10.....	\$ 41.18	17.22
GROUP 11.....	\$ 42.18	17.22
GROUP 12.....	\$ 43.18	17.22
GROUP 13.....	\$ 44.18	17.22
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 38.68	17.22
GROUP 2.....	\$ 39.46	17.22
GROUP 3.....	\$ 39.75	17.22
GROUP 4.....	\$ 39.89	17.22
GROUP 5.....	\$ 40.11	17.22
GROUP 6.....	\$ 40.22	17.22
GROUP 7.....	\$ 40.34	17.22

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval

Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator;

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

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor

compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

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

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

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

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine,

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

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

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

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

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

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

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

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

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

earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

 ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22

(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

* LABO0300-001 09/01/2010

	Rates	Fringes
Brick Tender.....	\$ 27.17	14.72

* LABO0300-003 07/01/2010

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	17.37
GROUP 2.....	\$ 29.09	17.37
GROUP 3.....	\$ 25.55	17.37
LABORER (TUNNEL)		
GROUP 1.....	\$ 31.24	14.98
GROUP 2.....	\$ 31.56	14.98
GROUP 3.....	\$ 32.02	14.98
GROUP 4.....	\$ 32.71	14.98
LABORER		
GROUP 1.....	\$ 26.33	14.75
GROUP 2.....	\$ 26.88	14.75
GROUP 3.....	\$ 27.43	14.75
GROUP 4.....	\$ 28.98	14.75

GROUP 5.....\$ 29.33

14.75

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER.....	\$ 26.65	14.70
PLASTER TENDER.....	\$ 29.20	14.70

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	14.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2010

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	11.65
(2) Vehicle Operator/Hauler.	\$ 27.22	11.65
(3) Horizontal Directional Drill Operator.....	\$ 29.07	11.65
(4) Electronic Tracking Locator.....	\$ 31.07	11.65
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56
GROUP 3.....	\$ 31.81	14.56

GROUP 4.....\$ 33.55 14.56

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

PAIN0036-001 08/01/2010

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint.....	\$ 26.05	9.68
(2) All Other Work.....	\$ 9.68	9.41

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

PAIN0036-008 01/06/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	12.19

PAIN0036-015 08/01/2010

	Rates	Fringes
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GLAZIER.....\$ 36.90 20.53

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2010

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

PLAS0200-009 08/04/2010

	Rates	Fringes
PLASTERER.....	\$ 30.21	14.23

PLAS0500-002 07/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 29.50	19.85

PLUM0016-001 07/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER		
(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 28.84	14.47
(2) Work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 35.97	15.86
(3) All other work.....	\$ 37.10	16.84

PLUM0345-001 07/01/2009

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 26.70	13.84
Sewer & Storm Drain Work....	\$ 25.18	15.67

ROOF0036-002 08/01/2010

	Rates	Fringes
ROOFER.....	\$ 34.65	9.07

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal

tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 SFCA0669-002 04/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

 SHEE0105-003 07/01/2010

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

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 42.54	17.72
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 35.56	22.90

 TEAM0011-002 07/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

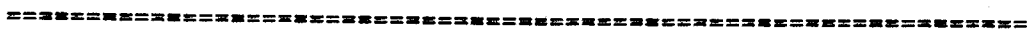
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISION

PROJECT SIGN
(For Community Development Block Grant Funded Projects)
(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)

**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. That 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. To insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. To insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. To provide a system to periodically monitor and evaluate that 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 135.15.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are five (5) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.15.
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 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. 176. 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 Federal financial assistance, that appropriate action pursuant to the sub-tier contract upon finding that the sub-contractor 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 sub contractor 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 sub-contract unless the sub-contractor 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 sub-contractors, 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.

2. All contractors and their sub-contractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Program 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 sub-contractors 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 1325.20) 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 sub-contractors.

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

Any low income resident of a project area for him/herself or as a representative of persons similarly situated, seeking employment or training opportunities with a contractor or sub-contractor, or any business concern located in, or owned in substantial part by persons residing within a project area seeking contract opportunities from any contractor or sub-contractor for personally or by an authorized representative file a grievance alleging non-compliance with Section 3, these regulations, or obligations undertaken pursuant thereto.

A grievance must be filed not later than ninety (90) days from the date of the action (or omission) upon which the grievance is based. Complaints or questions regarding compliance relative to these regulations should be addressed to:

CDBG Program Administrator
Economic Development Agency
1325 Spruce St., Suite 400, Riverside, CA 92507
(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:

Initial Here 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 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 Sub-contractor Database prior to selecting any sub-contractor 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 sub-contractors.

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. The subject 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. The subject project and all related contracts are subject to the Special Federal Provisions including Section 3.

CONTRACTOR'S NAME: _____

CONTRACTOR'S LICENSE NO.: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____ (Type Name)

SIGNATURE: _____

DATE: _____

QUESTIONNAIRE REGARDING BIDDERS
--

Engaged in the contracting business under the present name of _____
 _____, since _____ (Date).

Present business address is: _____

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

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-percent (50%) 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.

LIST OF SUBCONTRACTORS

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

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT

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

POST CONTRACT AWARD FORMS

PERFORMANCE BOND

Recitals: 1. _____
(contractor)
has entered into an Agreement dated _____ with _____
_____ for construction of public work known as

(Project)

2. _____, a

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

Agreement:

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

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

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

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

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

THIS BOND is executed as of _____
Date

By _____ By _____

By _____ Type Name _____

Its Attorney in Fact "Surety"

Title _____

Contractor

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

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.

Notary Public (Seal)

Riverside County Counsel

Approved Form 1-9-74

SUBCONTRACTOR QUESTIONNAIRE

Engaged in the contracting business under the present name of _____
 _____, since _____ (Date).

Present business address is: _____

Federal Tax ID: _____ **Amount of Sub-Contractor \$** _____

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-percent (50%) 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.

EXHIBIT PA-3 (Cumulative)

**ECONOMIC DEVELOPMENT AGENCY
COMMUNITY SERVICES DIVISION**

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

EDA Use Only
Project Name: _____
File # _____

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	Sub-Contractor 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				
CONSTRUCTION BY TRADE				
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.