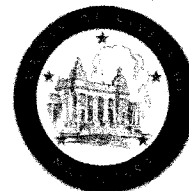


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

738



FROM: Economic Development Agency

SUBMITTAL DATE:

November 17, 2010

SUBJECT: Hemet Service Center Project – Approval of Plans and Specifications

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Hemet Service Center Project;
2. Approve the plans and specifications for the construction of the Hemet Service Center and authorize the Clerk of the Board to advertise the Notice Inviting Bids for the project; and
3. Consent to the Redevelopment Agency paying for the construction of the Hemet Service Center.

BACKGROUND : On June 2, 2009, the Board approved the Substantial Amendment to the 2008-2009 One-Year Action Plan, thereby accepting the Community Development Block Grant Recovery (CDBG-R) funds under Title XII of the American Recovery and Reinvestment Act of 2009 (ARRA). The Hemet Service Center Project is an eligible CDBG-R project.

(Continued)

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: Mid County Redevelopment Capital Improvement Funds, North Hemet Sub-Area, and Community Development Block Grant – Recovery (CDBG-R)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: November 30, 2010
 xc: EDA, CIP, RDA, COB

Kecia Harper-Ihem
 Clerk of the Board
 By: Deputy

Prev. Agn. Ref.: 4.5, 10/21/08: 3.12, 1/06/09: 4.1, 1/06/09: 3.33, 6/02/09

District: 3

Agenda Number:

3.31

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Reviewed by:
 Catherine Hays
 Departmental Administrator
 FORM APPROVED COUNTY COUNSEL
 DATE: 10/27/10
 BY:
 MARSHAL VICTOR

Dep't Recomm.: Policy Consent
 Per Exec. Ofc.: Policy Consent

BACKGROUND : (Continued)

On January 6, 2009, the County approved the Architectural Services Agreement with Westberg & White for design, consulting, and engineering services for the conversion and renovation of the building into the modern and functional Hemet Service Center.

The renovated facility will house the Workforce Development Center (WDC) and provide needed space for other essential senior service programs for the community. The reconfigured interior will include conference rooms, offices, storage space, restrooms, activities areas, a kitchen/break room, as well as electrical and plumbing improvements. The exterior of the building will be redesigned to provide a modern façade. Other exterior improvements include parking, vehicular and pedestrian flow, landscaping, drainage, signage, and other improvements

Pursuant to the California Environmental Quality Act (CEQA), the environmental review for the Hemet Service Center Project has been completed. Based upon the initial study, there will be no significant environmental impact. A Notice of Exemption was filed on May 19, 2010, with the Riverside County Clerk's Office. In addition, the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program is subject to environmental review in accordance with the National Environmental Policy Act (NEPA) regulations and 24 CFR Part 58. The proposed project was determined to be categorically excluded pursuant to 24 CFR 58.35.

Staff recommends that the Board approve the plans and specifications and authorize the Clerk of the Board to advertise the notice inviting bids.

ATTACHMENT:

1. Plans & Specifications

**HEMET SERVICE CENTER
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**

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**HEMET SERVICE CENTER
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**

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**HEMET SERVICE CENTER
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**

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Not Used

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HEMET SERVICE CENTER
HEMET, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that the County of Riverside, herein after referred to as "Owner," will receive sealed bids for the project listed below and described in the Project Manual. The project is known as the Hemet Service Center, 749 State St., Hemet, California.

1. Bids will be received at the Clerk of the Board, County of Riverside, 4080 Lemon Street, 1st Floor Annex, Riverside, California 92501 until 10:00 A.M. on Aug. 31, 2010.
2. Overall coordination of the project will be the responsibility of the County of Riverside located at the address noted above. All inquiries regarding the project are to be directed to Gabriel Martin, Riverside County Economic Development Agency (951) 955-1918.
3. Each bid shall conform to the requirements of the Documents, all of which may be examined, and copies can be obtained at the County of Riverside at the above address. Documents will be provided to each Bidder for a non-refundable charge of approximately \$300 per hard copy set or \$75 for a CD. These sets/CDs may be purchased from OCB Reprographics-Riverside (Formerly Riverside Blueprint), 4295 Main Street, Riverside California 92501 (951-686-0530). Bidders may also examine the documents at plan rooms. Contact RDK Consulting (858) 454-5996 for the names and locations of those plan rooms. A MANDATORY Pre-bid job walk/inspection shall be held at the Project Site, at **10:00 a.m.** on November 30, 2010.
4. The successful Bidder will enter into a direct prime contract with the County of Riverside. All project procedures and documents are designed to facilitate delivery of the Project through a single-prime Construction contract. The Owner's forms shall be used for all documents. Bidders shall read and review the Documents carefully, and shall familiarize themselves thoroughly with all requirements and existing site conditions.
5. No bid shall be considered unless it is made on a form provided by the Owner and is accompanied by a Cashier's Check, Certified Check or Bid Bond for ten percent (10%) of the total amount of the bid made payable to the Owner. The above-mentioned check or bid bond shall be given as a guarantee that the Bidder shall, if selected by the Owner, execute the Contract, in conformity with the Documents.
6. Within five (5) days after notification of the Owners' Intent to Award the Contract, the successful Bidder shall be required to furnish a labor and materials bond in an amount equal to 100% of the bid price, Performance Bonds in an amount equal to 100% of the construction cost, and other documents as stated. Said bonds shall be secured from a surety company satisfactory to the Owner.
7. Responses shall not expire for a period of ninety (90) days from the bid date.
8. The Contractor will be required, per Public Contract Code Section 3300 and for this contract, to have a Classified State License Type "B".
9. In accordance with the provisions of Sections 1770 and 1773 of the Labor Code, the Director of the Department of Industrial Relations has determined the general prevailing rate of

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HEMET, CALIFORNIA

wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations, (415) 703-4781. This schedule is available to any interested party on request. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with the requirements of Section 1777.5 and each prime contractor and all subcontractors shall comply with the requirements of Section 1777.6. A copy is on file at the principal office of the Owner and will be made available to any interested party, upon request.

10. Pursuant to Public Contract Code Section 22300, the contract will contain provisions permitting the successful bidder to substitute securities for any moneys withheld by the Owner to ensure performance under the contract.
11. The Redevelopment Agency encourages the participation of MBE\WBE\DVBE businesses. All interested MBE/WBE/DVBE are encouraged to contact General Contractors regarding your interest.

12.

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.

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 describe 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.

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13. Invitation to bidders and addenda are also available for viewing at the following plan rooms:

McGraw Hill Construction Dodge Plan Center
8755 Flower Road Suite A
Rancho Cucamonga, CA 91730
Phone (909) 987-1579
FAX (909) 987-1781

Reed Construction Data
1717 S. State College Blvd., #160
Anaheim, CA 92806
Phone (714) 939-1263
FAX (714) 939-7616

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INSTRUCTIONS TO BIDDERS

1. Form of Bid: The bid must be made on the Bid Form, which is included in the documents and must be filled out completely, dated and signed.
2. Bid Bond: The bid must be accompanied by a 10% Bid Bond, using the form provided herein, or by a certified or cashier's check payable to the order of the County of Riverside in an amount not less than 10% of the amount proposed.
3. Submission of Bids:
 - A. Bids shall be submitted to the Owner in writing, on the forms provided, no later than the time and date stated in the Notice Inviting Bids. Telephone and faxed bids will not be accepted.
 - B. Bids may be hand-delivered, mailed, or express-mailed to the following address:

Clerk of the Board
County of Riverside
4080 Lemon Street, 1st Floor Annex
Riverside, CA 92501
 - C. Bidders shall bear full responsibility to see that their Bid is received prior to the time and date established for receipt of Bids. No Bids will be accepted after the time stated in the Notice Inviting Bids.
 - D. The Bid Forms shall be filled in by typewriter or manually printed in ink.
 - E. Where indicated, all amounts shall be expressed in words and in figures. In case of discrepancy, the words shall govern.
 - F. Each Bid shall include the legal name of the Bidder and a statement regarding whether the Bidder is a sole proprietor, a partnership, a corporation or other type of legal entity. Bids submitted by corporations shall have the state of incorporation noted, and shall have corporate seals affixed. Any Bidder submitted by an agent shall have a current Power of Attorney attached, certifying the agent's power to bind the Bidder.
 - G. All requested Alternates must be filled-in or the Bid may be considered incomplete.
 - H. All requested unit prices shall be entered.
 - I. Bidders shall not make unsolicited notations or statements on the Bid Forms. Alteration of the Bid Forms is not permitted.

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- J. All changes to and erasures of the Bidder's entries shall be initialed by the signer of the Bid.
- K. Under the bidding items listed on the Bid Form, bidders shall state prices for each basis for bid given hereinafter.
 - 1. Total Lump Sum Base Bid shall be the entire work complete in accordance with the contract documents, but not including work indicated or specified to be provided under any of the other bid items.

The basis for award will be the qualified bidder with the lowest total of the Total Lump Sum Base Bid. Alternates may be accepted in any order after award of the base bid and will be added to the contract amount.

- L. Bids must be submitted in a sealed envelope addressed to the Owner. On the face of the envelope clearly write:

DO NOT OPEN

BID ENCLOSED FOR
THE HEMET SERVICE CENTER
HEMET, CALIFORNIA

- 4. Documents: The complete Documents are identified in the Agreement. Potential Bidders are cautioned that the successful Bidder incurs duties and obligations under all of the Documents and that they should not merely examine the Documents in making their Bid. The Bid Documents include:
 - A. Construction Documents - dated August 31, 2010
 - B. Project Manual / Technical Specifications - dated August 31, 2010
 - C. Addendums
- 5. License: To be considered, a potential bidder must have the current type of license required under provisions of the California Business and Professions Code for the work covered in this bid when his/her bid is submitted. This includes a joint venture formed to submit a Bid.
- 6. Quantities: The County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to be furnished if such action is found to be desirable or expedient.

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7. Interpretation of Documents: Discrepancies, omissions, ambiguities, requirement likely to cause disputes between trades and similar matters, shall be written and promptly brought to the attention of the County of Riverside, c/o Mr. Gabriel Martin fax (951) 955-6686. No communication by anyone as to such matter except by an Addendum affects the meaning or requirements of the Documents.
8. Addenda: The County of Riverside reserves the right to issue Addenda to the Documents at any time prior to the time set to receive Bids. Each potential Bidder shall leave with the County his name and address for the purpose of receiving Addenda to be mailed or delivered to such names at such addresses. To be considered, a Bid must list and take into account all issued Addenda.
9. Inspection of Site: Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making a Bid the Bidder warrants that he has made such site examination as he deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance - time or money - will be allowed as to such matters.
10. Bonds: In addition to the statutory Payment Bond, the County requires a 100% Performance Bond for the entire amount of the Bid including construction amounts from the successful bidder. All Bonds must be on County forms contained in the Documents.
11. Bids: Bids are required for the entire work. The amount of the Bid for comparison purposes will be the total of all items.
12. Award of Contract: The Bidders shall execute the contract within ten (10) days after being notified in writing of the award, and shall commence the work within fifteen (15) days after he has been notified in writing to proceed and shall complete all the work and improvements within the time allotted in contract.
13. Return of Guarantee: Bonds or checks of unsuccessful Bidders will be returned by mail when the executed Agreement and bonds are received by the County. The Bond of the successful Bidder will not be returned but is exonerated by its execution and delivery of the Agreement and the bonds. If the guarantee of the successful Bidder is a check, it will be returned at the time and a Bid Bond would be exonerated.
14. Qualification of Bidders: No award will be made to any Bidder who cannot give satisfactory assurance to the County of Riverside as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a contractor on work of the nature contemplated in the contract. The Bidder may be required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type may be sufficient cause for rejection of Bid.

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HEMET, CALIFORNIA

15. Owner's Reservation of Rights: The County of Riverside reserves the right to reject any or all bids and to waive any informalities in a bid. No bidder may withdraw his bid for a period of ninety (90) days after the time set for the submittal of bids.

16. Subletting and Subcontracting: Bidders are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contracts Code) to list in their bid the name and location of business of each subcontractor who specifically fabricates and installs a portion of the work in excess of 1/2 of 1% of this Bidder's total bid. Failure to list a subcontractor for a portion of the work means that the prime Bidder will do that portion of the work. It is the County's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of work.

17. Bid Amounts on Bid Form: The bidder shall set forth each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In the case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.

- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

HEMET SERVICE CENTER
HEMET, CALIFORNIA

BID FORM

SECTION I - BID FORMS

BID FOR THE
HEMET SERVICE CENTER,
HEMET, CALIFORNIA

TO THE COUNTY OF RIVERSIDE Date _____
FOR THE COUNTY OF RIVERSIDE Bidder _____

The undersigned, having carefully examined the proposed site and the Notice Inviting Bids, Instructions to Bidders, Bid Form, Bid Bond, Agreement, Letter of Intent, Notice to Proceed & Commencement of Work, Performance Bond, Payment Bond, General Conditions of the Contract, Supplementary General Conditions of the Contract, Summary of Work/Project Description, General Requirements, the Plans and Specifications plus any Addenda, for the Construction of the **Hemet Service Center, Hemet, California**, 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 Specifications and Construction Documents, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

AND;

1. For the total sum including all applicable taxes, permits and licenses as follows:

\$ _____
(Total Lump Sum Base Bid)

(Total Lump Sum Base Bid in Words)

(Cost for Course of Construction Insurance)

Contract Duration: _____ 120 _____ calendar days.

HEMET SERVICE CENTER
HEMET, CALIFORNIA

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 section 4104 of the government code, the undersigned submits the following list of each subcontractor who will perform work or labor or render services as part in or about the construction in an amount in excess of 1/2 of 1% of said total bid.

<u>WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>

HEMET SERVICE CENTER
HEMET, CALIFORNIA

SECTION II - BID FORMS

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this bid by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the contract together with the required labor, material and performance bonds, and insurance policies.

BID GUARANTEE

The enclosed certified or cashier's check or bid bond on approved form, made payable to the Owner in the amount of ten percent (10%) of the total bid including all additive alternates submitted herewith, is hereby given as a guarantee that the Bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said Principal and the amount for which 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.

Name of Bidder _____

Type of Organization _____

Signed By _____

Title of Signer _____

Address of Bidder _____

Telephone Number (____) _____ Fax Number (____) _____

Contractor's License Number _____ Classification _____

Expiration Date _____. (Bidder certifies under penalty of perjury that the license information herein is true.)

HEMET SERVICE CENTER
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If Bidder is a corporation, and signer is not President or Secretary, attach certified copy of By-laws 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.

SECTION III -- BID FORMS

BID FOR Hemet Service Center, Hemet, California

TO THE COUNTY OF RIVERSIDE FOR THE COUNTY OF RIVERSIDE,

In accordance with The Owner's NOTICE INVITING BIDDERS, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above stated project as set forth in the Plans, Specifications and contract documents and any addenda thereto, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this bid is based upon careful examination of the site, Project Manual, Exhibits and Addendum(s) _____, INSTRUCTIONS TO BIDDERS, and all other contract documents. If this bid is accepted for award, BIDDER agrees to enter into a contract with Owner at the lump sum prices set forth in the following BID SCHEDULE. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to Owner of the BID BOND accompanying this bid.

BIDDER understands that a bid is required for the entire work. It is agreed that the lump sum prices bid include all appurtenant expenses, bonds, taxes, royalties, transportation and fees.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within four (4) calendar days after the date of the Owner's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the Owner and this bid and the acceptance hereof may, at the Owner's option, be considered null and void.

The County of Riverside reserves the right, after opening bids, to reject all bids or to make an award to the lowest responsive, responsible Bidder.

HEMET SERVICE CENTER
HEMET, CALIFORNIA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____, as Principal, and
_____ as Surety are hereby held and firmly bound unto the County,
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 bid for the construction of the
Hemet Service Center in Hemet, California.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal
shall be awarded the contract upon said bid 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 costs, the difference in
money between the amount of the bid of 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.

HEMET SERVICE CENTER
HEMET, CALIFORNIA

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2010, 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 presence of:

Individual Principal (Seal)

Address

Business Address

Individual Principal (Seal)

Business Address

Attest:

Surety

Business Address

By (Affix Corporate Seal)

HEMET SERVICE CENTER
HEMET, CALIFORNIA

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

State of California)

ss.

County of Riverside)

_____, being first duly sworn, deposes
and says:

That he or she is _____ of
_____ the party making the foregoing 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 public body awarding the contract of 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.

Signature

Subscribed and sworn to before me this _____ day of _____, 2010.

Signature of officer administering oath

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AGREEMENT, LETTER OF INTENT,
NOTICE TO PROCEED & COMMENCEMENT OF WORK

1.01 NOTICE OF INTENT TO AWARD

- A. The County of Riverside may elect to issue a Notice of Intent to Award prior to the execution of Agreements.
- B. Should a Notice of Intent be issued, the Bidder shall submit all required post-bid documents by the fifth (5) day following the date of issue of the Notice of Intent. The post-bid documents include:
 - 1. Payment Bond
 - 2. Performance Bond
 - 3. Certificates of Insurance
 - 4. Schedule of Values

1.02 AGREEMENT

- A. The Agreement between the Owner and the Contractor will be written on the County of Riverside's standard Agreement Form (see attached Draft.)
- B. The Agreement Form will be completed by the County of Riverside, as appropriate, and will be sent to the selected Bidder.
- C. The executed Agreement, along with all other contract documents as defined, will be the entire, integrated Contract between the Owner and the Bidder.
- D. Upon receipt of an Agreement, the Successful Bidder shall review it for completeness and accuracy, execute it, and return it to the County of Riverside.
- E. The successful Bidder shall submit all required post-bid documents.
- F. The Owner will execute the Agreement after the Bidder has properly executed it, and after all required post-bid documents have been submitted.

1.03 NOTICE TO PROCEED

- A. The County of Riverside shall issue the Notice to Proceed prior to the commencement of work under the Agreement.
- B. Upon receipt of the Notice to Proceed, Bidder shall commence work in accord with the conditions contained in the Notice to Proceed.
- C. Bidder shall not commence work until all required bonds and insurance have been submitted to the County of Riverside.

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AGREEMENT FORM

THIS AGREEMENT entered into this ____ day of _____ month, 2010, by and between _____, hereinafter called the "Contractor" and 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, Supplementary Conditions, and Special Federal Provisions; 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: **The Hemet Service Center Project** in strict accordance with the plans and specifications dated, May 19, 2009, prepared by **Westberg & White, Inc**, hereinafter called the "Architect", 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 one hundred twenty (120) 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 Conditions of the Contract, such as the General Conditions, Supplementary Conditions, and Special Federal Provisions, the sum of **Contract Amount** _____
(\$ _____), being the total of the Base Bid.

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 Workmen's' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

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The work under this Construction Agreement Form is subject to all applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570).

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least three (3) 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).

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

Type of Contractor's organization

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

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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: _____
Address: _____
Contractor's License No: _____

AFFIX SEAL

Attest:

Deputy County Counsel

Owner

Seal

Chairman, Board of Directors

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HEMET, CALIFORNIA

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 _____, 2010 between Principal and 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 of the Hemet Service Center, Hemet, CA.

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, 3250, and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Signed and sealed this _____ Day of _____ 2010.

(Firm Name - Principal)

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

Affix Seal
if
Corporation

(Corporation Name - Surety)

(Business Address)

By: _____
(Signature - Attached Notary's Acknowledgment)

Affix
Corporate
Seal

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

HEMET SERVICE CENTER
HEMET, CALIFORNIA

PERFORMANCE BOND

The makers of this bond, _____
as Principal, and _____
as Surety, are held and firmly bound unto 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 the **Hemet Service Center, Hemet, California** in accordance with contract
documents and scope of work.

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

SURETY

By _____

By _____
Attorney in Fact

Title _____
(If corporation, affix seal)

Note: This bond must be executed by both parties with corporate seal affixed. All signatures
must be acknowledged. (Attached acknowledgments).

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 this Contract.

Principal

Principal

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

County of Riverside
Economic Development Agency

SPECIAL FEDERAL PROVISIONS
CONSTRUCTION BID DOCUMENT

Community Development Block Grant
Construction Activities

Last Date of Revision: October 25, 2010

BID DOCUMENT INDEX

EXHIBITS

CDBG 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

Bid Forms – MUST BE SUBMITTED DURING THE BID PROCESS

5. B-4 Certification of Bidder Regarding Non-segregated Facilities
6. B-5 County of Riverside Section 3 Affirmative Action Program
7. B-6 Bidder's Certification for Section 3 Compliance
8. B-6 Subcontractor Certification for Section 3 Compliance
9. B-7 Bidder's Certification on Federal Contract Requirements
10. B-8 Questionnaire Regarding Bidders
11. B-9 List of Sub-Contractors and Suppliers

Post-Award Forms

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

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 l(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 l(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 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

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

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

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

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

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

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

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

Form HUD-4010 (June 2009)

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.

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General Decision Number: CA100036 10/08/2010 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
12	09/24/2010
13	10/08/2010

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		

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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 Framer, 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%+8.64
Technician.....	\$ 28.79	3%+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 06/01/2010

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 35.70	3%+16.54

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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

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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,

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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;

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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,

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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 load, lull or similar types)

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back

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to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE $\frac{1}{2}$ 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

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Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES 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

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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

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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, cabetender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other

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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

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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.....	\$ 29.32	9.68

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
GLAZIER.....	\$ 36.90	20.53

FOOTNOTE: Additional \$1.25 per hour for work in a condor,

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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

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 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

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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

WAIS Document Retrieval

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)

BID CONTRACT AWARD FORMS
Forms must be submitted during the bid opening

**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:

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. _____

Complete your proposed workforce plan for this project below:

Initial Here

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

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 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. _____

Initial Here

Complete your Subcontracting Plan for this project below:

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

Bidder (Company) Name: _____

Authorized Representative (Type Name): _____

Signature: _____

Date: _____

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

(Housing and Community Development Act of 1968)

Project Title: _____ Amount of Subcontract: _____

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

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

Initial Here

Complete your proposed workforce plan for this project below:

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

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

Bidder (Company) Name: _____

Authorized Representative (Type Name): _____

Signature: _____

Date: _____

COUNTY OF RIVERSIDE
CDBG PROGRAM

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: _____

CERTIFICATION:

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

1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*);
2. 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

Forms will be submitted after bid opening/award of contract

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				
OTHERS				
TOTAL				

NAME OF PERSON COMPLETING FORM: _____

SIGNATURE: _____

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

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

CDBG PROJECT LABOR CLASSIFICATION SURVEY

PROJECT NAME: _____ CONTRACTOR: _____

PROJECT NUMBER: _____ SUBCONTRACTOR: _____

CLASSIFICATIONS

BRICKLAYER _____ LABORERS: GROUP 1 _____

CARPENTERS _____ GROUP 2 _____

CEMENT MASONS _____ GROUP 3 _____

DRYWALL HANGERS _____ GROUP 4 _____

ELECTRICIANS _____ GROUP 5 _____

IRON WORKERS _____ POWER EQUIPMENT OPERATORS

PAINTERS _____ GROUPS 1 – 21 _____

PLUMBERS _____

ROOFERS _____

SHEET METAL WORKERS _____ TRUCK DRIVERS

SOFT FLOOR LAYERS _____ GROUPS 1-11 _____

TILE LAYERS _____

LANDSCAPE / IRRIGATION
FITTERS _____

LABORERS – STRIPPING _____

PLASTERER _____

OTHERS _____

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

CLASSIFICATIONS

PA-6 (Continued)

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

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GENERAL REQUIREMENTS

DUTIES OF THE PROPOSER

- A. It is the responsibility of the Proposer to schedule and coordinate the construction within his work scope.
- B. Before submitting his proposal to the County, and continuously after the execution of this agreement, the Proposer shall carefully study and compare the Documents and shall at once report to the County any error, inconsistency or omission he may discover including any requirement which may be contrary to any law, ordinance, rule, regulation or other requirement of any public authority bearing on the performance of the work. By submitting his proposal for this agreement and the Work under it, the Proposer agrees that the Documents, along with any supplementary written instructions that have become a part of the Documents, appear accurate, consistent and complete insofar as can reasonably be determined. The Proposer shall do no work without Documents and, when required, approved shop drawings, product data or samples for such portions of the work.
- C. The Proposer shall coordinate the work of all his Subcontractors.
- D. The Proposer shall consult with the others on the project regarding the installation of such other work before starting the various phases of his work, in order to avoid the possibility of the removal of his work to permit others to install their work.
- E. Project Manager

The Proposer shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The Project Manager shall represent the Proposer and all communications given to the Project Manager shall be as binding as if given to the Proposer. Should it be necessary for the Proposer to replace the Project Manager during the progress of the work, he shall request prior approval of the County.

- F. Communications

The Proposer shall forward all communications to the County.

- G. Use of site

The Proposer shall:

1. Confine operations at the site to areas permitted by law, ordinances, permits and the Documents and shall not unreasonably encumber the site with any materials or equipment.
2. Coordinate all of his operations with and secure approval from the County before using any portion of the site.
3. Allocate space for each subcontractor within the construction area.

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4. Administer traffic controls where construction operations infringe upon the normal flow of traffic about the site.

H. Conditions affecting the work

The Proposer shall be responsible for having taken all steps necessary to review conditions which can affect the work or the cost thereof, including but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface condition. The County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents or employees prior to the execution of this contract, unless such understanding of representations are expressly stated in Documents.

I. Contractor shall maintain the following reports and records at site:

1. Daily log of progress of work, available to County and County Inspector.
2. Records:
 - a. Contracts
 - b. Purchases
 - c. Materials and equipment records.
 - d. Applicable handbooks, codes and standards.
 - e. Safety plan and safety meeting log.

- J. Verify that specified cleaning is done during progress of the work and at completion of project.
- K. Do not unreasonably encumber site with materials or equipment.
- L. Do not load structure with weight that will endanger it.
- M. Assume full responsibility for protection and safekeeping of materials and equipment stored on premises.

MUTUAL RESPONSIBILITY

- A. If any part of the work depends, for proper execution, or results, upon the work of the County the Proposer shall, prior to proceeding with the work, promptly report to the County any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure to report such conditions shall constitute and acceptance of the County's work as fit and proper to receive his work except as to defects which may subsequently become apparent in such work by others.
- B. Any costs caused by defective or ill timed work shall be borne by the party responsible.
- C. When there is more than one Contractor engaged on the project, each Contractor shall be responsible to the other for damages to the work, injury to any person or persons or any loss, cost, claims or damages arising out of or in connection with the work required by this Contract or any loss, cost, expense or damage caused by Contractor's neglect or failure to finish or satisfactorily complete its part of the work within the time prescribed.

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PRE-CONSTRUCTION CONFERENCE

- A. The County shall schedule a preconstruction conference after Notice of Award.
- B. Agenda may include discussion of the following items:
 - 1. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
 - 2. Designation of personnel representing the parties in Contract.
 - 3. Procedures for processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders and Contract close-out procedures.
 - 4. Scheduling.
 - 5. Use of premises by County and Proposer.
 - 6. Construction facilities and controls provided by County.
 - 7. Survey and layout.
 - 8. Security and housekeeping procedures.
 - 9. Procedures for maintaining record documents.
 - 10. Procedures for testing.

PROGRESS MEETINGS

- A. The County shall schedule and run weekly meetings throughout the project. It is the duty of the Proposer to attend, participate in and comply with the agreement reached and direction set at these meetings.
- B. The Proposer shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distributes copies to participants, and those affected by decisions made.
- C. Attendance Required: Project Manager, major Subcontractors and suppliers.

FIELD ENGINEERING REQUIREMENTS

- A. Provide and pay for field engineering services required for the execution of work, including, but not limited to:
 - 1. Survey Work required in execution of the work scope.
- B. Provide field staking of site improvements; identify existing survey reference points and property line corner stakes.
- C. Locate and be aware of all existing on-site utility lines and improvements.

QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Qualified California Registered Professional Engineer or Registered Land Surveyor, acceptable to County.

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- B. Registered professional engineer of discipline required for specific service on Project, licensed in State of California.

SURVEY REFERENCE POINTS

- A. Locate and protect survey reference points prior to starting site work, and preserve all permanent reference points during construction.
 - 1. Make no changes or relocations without prior written notice to County for review and interpretation.
 - 2. Report to County when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades of location.
 - 3. Replace project survey reference points which may be lost or destroyed. Establish replacements based on original survey control.

SURVEY REQUIREMENTS

- A. Establish and maintain lines and levels to locate and layout entire scope of work.
- B. Preserve and protect all on-site underground utilities lines and existing on-site improvements in the area of construction.

RECORDS

- A. Maintain complete, accurate log of all control and survey work as it progresses.
- B. On completion of site improvements, prepare certified survey and as-built drawing record documents) including the following information:
 - 1. All boundary dimensions at perimeter of site, building pads, and parking lots.
 - 2. Locations and elevations of all underground utilities and site drainage piping and structure, including manholes and drain inlets, and locations of stubouts of building services for each individual building.
 - 3. Elevations of entire site, shown on a maximum 25' grid, but in any event the distance between survey points should be no more than is necessary to accurately portray as-built conditions.
 - 4. Submit record survey and drawings for review by the County, including certificate signed by registered engineer or surveyor certifying that elevations and location of improvements are in conformance, or non-conformance, with Documents.

REGULATORY REQUIREMENTS

- A. This Section sets forth certain codes and standards and relevant requirements applicable to the work required under this contract.

STATUTORY AND JURISDICTIONAL REGULATIONS

- A. State of California code of Regulation and Amendments
 - 1. Title 8: Industrial Relations; Safety Orders.

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2. Title 19: Public Safety.
 3. Title 21: Public Works.
 4. Title 24: Building Standards.
 5. Current ADA Regulations
- B. Building and Safety Regulations (Editions listed or most current edition adopted by jurisdiction)
1. California Building code: 1997 UBC, with Amendments.
 2. National Electrical Code, 1993 Edition, with Amendments.
 3. Uniform Plumbing Code, 1994 Edition, with Amendments.
 4. Uniform Mechanical Code, 1994 Edition, with Amendments.
 5. National Electrical Safety Code (ANSI-C2) 1993 Edition.
 6. Regulations and Standards of the local utility companies or districts serving the project, when applicable.
 7. Requirements of the California Energy Commission.
- C. Construction Safety
1. Statutory and jurisdictional requirements as applicable to temporary work, including California Construction Safety Orders.
 2. OSHA, Occupational Safety and Health Agencies requirement.

GENERAL STANDARDS FOR WORK AND MATERIALS

- A. Work or materials specified by reference to a number, symbol or title of a specific standard -- such as ASTM, U.L., F.S., or other standards -- shall comply with requirements thereof, except as limited to type, class, grade or modification shown or specified.
- B. Referenced standards shall have full force and effect as though printed herein and are not repeated for reason that manufacturers and Contractors are assumed to be familiar with requirements governing or applicable to their work.
- C. Materials or trade associations, societies, or other bodies regularly publishing standards most widely used under these documents are listed herein together with reference symbols.
- D. Individual standards which may be referred to under Individual Sections by said reference symbol followed by designation number.

Reference:

<u>Symbol</u>	<u>Association Name or Title</u>
A.A	The Aluminum Association
AASHO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute for Steel Construction
ANSI	American National Standards Institute

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ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CS	Commercial Standards, U.S. Department of Commerce
FGMA	Flat Glass Marketing Society
FML	Factory Mutual Laboratories
F.S.	Federal Specifications
GA	Gypsum Association
IEEE	Institute of Electrical and Electronic Engineers
MFMA	Maple Flooring Manufacturer's Association
M.S.	Military Specifications, U.S. GSA
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
PCA	Portland Cement Association
PS	Product Standard, U.S. Department of Commerce
RIS	Redwood Inspection Service
SDI	Steel Door Inspections
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
TCA	Tile council of America
UL	Underwriter's Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WIC	Wood Work Institute of California
WWPA	Western Wood Products Association

E. Books of Standards

1. State of California, Business and Transportation Agency, Department of Transportation
 - a. CALIFORNIA STANDARD SPECIFICATIONS: Standards Specifications, January 1988, specific parts referred to by Section number.
 - b. CALIF. TEST METHOD: Methods and Research Dept., Materials manual, 1988: specific tests referred to by Calif. number.
2. APWA Standard Specifications: American Public Works Association, No. Calif. Chapter, Standard Specifications for Public Works Construction, 1979; specific parts referred to by APWA Section number 3 U.L.: Underwriters' Laboratories, Inc.; Building Materials List, 1991; and others regularly published; specific parts referred to by U.L. Classification Title and number.

FIRE RATED WORK OR MATERIAL

- A. Applicable to materials, construction or fabrication specified or required to have limited fire hazard characteristics.
- B. Materials or assemblies shall be tested and classified per applicable ASTM Test Methods; or comparable scientific testing establishing like valuations, under sponsorship

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of manufacturer and conducted by U.L. or other established testing agency regularly performing tests of the type required.

1. Flame spread of materials used, when installed under the conditions shown or specified, shall not exceed characteristic values specified.
 2. Compliance shall be substantiated by written certificate, labeling or both as specified.
- C. ASTM Tests not otherwise identified shall be listed under ASTM publication titles 1989 Annual Book of ASTM Standards, Section 00 under section of Subject Index, and under subject heading Fire Tests, and Flammability Tests.

MANUFACTURER'S STANDARDS

- A. Applicable to type of items and products.
- B. Instructions not otherwise shown or specified shall be those of producer, as applicable, covering:
1. Primary materials, auxiliary materials and accessories.
 2. Conditions of handling and for storage and protection
 3. Preparation of backup surfaces.
 4. Installation, cleaning and maintenance procedures.
- C. Publications of producers shall apply as particularly referred to, otherwise as regularly provided by producer, and shall include generalized installation publications or instructions.

SUBMITTALS INCLUDES

- A. Definitions.
- B. Submittal Schedule.
- C. Shop Drawings.
- D. Samples.
- E. Product data.
- F. Review and Re-submission Requirements.
- G. Substitutions.
- H. Manufacturer Instructions.
- I. Deferred Approval.

DEFINITIONS

- A. Shop Drawings and Product Data include but are not limited to, fabrication, erection, layout and setting drawings, form-work and false-work drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams, all other drawings and descriptive data pertaining to materials, equipment, piping, and duct and conduit systems as may be required to show that the materials, equipment, piping, and duct and conduit systems as may be required to show that the materials, equipment or systems and the positions conform to the Contract.

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- B. Manufactured applies to standard units usually mass produced; fabricated means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicating proper relationship to adjoining work and amplifying design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
- C. Manufacturer's Instructions: Where any item of Work is required to be furnished, installed or performed in accordance with a specified product manufacturer's instruction, procure and distribute the necessary copies of such to the County, Inspector, and all other concerned parties and shall furnish, install or perform the Work in accordance with those instructions.

SUBMITTAL SCHEDULE

- A. Prepare a submittal schedule, coordinate it with the approved contract schedule and submit it to the County within fourteen (14) days of the Notice to Proceed.
- B. In preparing the submittal schedule, determine from the approved contract schedule the date the particular item is needed for installation. Working back from the installation date, add the number of days required for shipment, fabrication, review and similar items, to determine the latest possible date of submittal.
- C. Submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such shop drawings, information and samples.
- D. Allow sufficient time so that no delay occurs due to required lead time in ordering or delivery to job site. The Contractor will be held responsible for any delay in progress of Work due to his failure to observe these requirements.
- E. Time for completion of the Contract will not be extended on account of the failure to promptly submit shop drawings, product data and samples.
- F. When the magnitude or complexity of the submittal material precludes processing in its entirety within the prescribed period, incremental processing will be utilized to the extent possible to avoid delays.

SHOP DRAWINGS

- A. Submit to the County one reproducible transparency (which will be returned) The County will review and then return the reproducible.
- B. Before proceeding with installation of any work, the Proposer shall receive review of such drawings, descriptive data and material list as required accomplishing the Work.
 - 1. Review of Shop Drawings is regarded as a service to assist the Proposer and in all cases original Documents shall take precedence as outlined under General Conditions.

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2. No claim for an extra shall be based on Work shown on Shop Drawings unless such claim is noted on transmittal letter accompanying Shop Drawings and appropriate written review is secured.
 3. Shop Drawings are not reviewed for quantities of materials, dimensions, or number of items supplied. Be responsible for determining the accuracy of such information.
- C. Shop drawing review does not relieve responsibility for accuracy, proper fitting, construction of work, furnishing of materials, or work required by the Documents and not indicated on the shop drawings. Shop drawing review is not to be construed as approving departures from Documents unless specifically noted and counted as such on the shop drawings.
- D. Review of Shop Drawings and Schedules does not relieve the responsibility for any violation indicated on such Drawings or Schedules of local, county, state or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities or utilities having jurisdiction.
1. Before submitting shop drawings for review, check shop drawings of subcontractors and suppliers for accuracy; ascertain that all work contiguous with and having bearing on other work shown on shop drawings is accurately drawn and in conformance with Documents. Whenever it is evident that drawings have not been checked, they will be returned for re-submission and will not be considered. In such event, it will be deemed that Proposer has not complied with this provision and shall bear risk of all delays to same extent as if no drawings or details had been submitted.
 2. Submission and/or re-submission of shop drawings constitutes evidence that Contract has checked all information thereon and that he accepts and is willing to perform the work as shown.
 3. Shop Drawings must clearly delineate the following information:
 - a. Project Name and address.
 - b. Drawing title, number, date and scale.
 - c. Names of Proposer, Subcontractor and fabricator.
 - d. Working and erection dimensions.
 - e. Arrangements and sectional views.
 - f. Necessary details, including completion information for making connection with other Work.
 - g. Kinds of materials and finished.
 - h. Descriptive names of materials and equipment, classified item number, and locations at which materials or equipment are to be installed in the Work.
 4. Prepare composite Drawings and installation layouts, when required to solve tight field conditions.
 - a. Drawings to consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves,

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inserts, attachments, openings, conduits, ducts, boxes, structural interferences., etc.

- b. These composite Drawings and installation layouts to be coordinated in field by Contractor and his Subcontractors for proper relationship to work of other trades, based on field conditions, and must be checked and approved by them before submissions for final review.

SAMPLES

- A. Submit samples for review at least 30 days prior to usage. Materials such as mortar, concrete, etc. which require on-site testing will be taken at the project site.
 - 1. Submit samples in duplicate, except where greater or lesser number is specifically required by Documents.
 - a. Must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - b. Show full range of color and texture.
 - 2. Submittal to be made only by Contractor, unless he has authorized Subcontractor to submit.
 - 3. Ship samples prepaid or hand deliver to County.
 - 4. Mark samples to show name of Project, Proposer, Contractor name, and segment of work where representative Sample will be used and ASTM or FS reference, if applicable.
 - 5. Deliver no material to the site prior to receipt of completed written review.
 - 6. Review and acceptance of samples will not preclude rejections of any materials discovery of defects in same prior to final acceptance of completed Work.
 - 7. After a material has been reviewed, no change in brand or make will be permitted unless satisfactory written evidence is presented and reviewed.
 - 8. Submit samples of materials requiring laboratory tests to specified laboratory for testing not less than 90 days before such materials are required to be used in the Work.
 - 9. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other required information.
- B. Field Samples and Mock-ups are to be erected/constructed at Project Site as required in the specifications and drawings.
 - 1. Size: As specified.
 - 2. Furnish catalog numbers and similar data as requested.

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PRODUCT DATA OR NON-REPRODUCIBLE SUBMITTALS

- A. Submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Provide a minimum of 3 each; 2 for review and documentation and one to be returned to the Contractor.
- B. Submit 4 copies of a complete list of all major items of mechanical, plumbing and electrical equipment and materials. Other items specified are to be submitted as soon as possible after award. Submit items of like kind on time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions and ratings of all equipment. Furnish performance curves for all pumps and fans. Where printed literature describes items in addition to items being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out.
- D. Equipment submittals to be complete including space requirements, weight, electrical, and mechanical requirements, performance data and supplemental information that may be requested.

MANUFACTURER'S INSTRUCTION

- A. When specified in individual specification sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data.
- B. Identify conflicts between manufacturers' instruction and documents.

MANUFACTURER'S CERTIFICATION

- A. When specified in individual specification sections, submit manufacturer's certification to County for review.
- B. Indicate material or product which conforms to or exceed specified requirements. Submit supporting reference data, affidavits, and certifications appropriate.
- C. Certificates may be recent or previous test results on materials or products, but must be acceptable to the County.

REVIEW AND RE-SUBMISSION REQUIREMENTS

- A. The County will arrange for review and return after receipt thereof, of all related information necessary for such review.
- B. One reproducible transparency and at least one copy of product or materials data will be returned with the review status marked "No Exception Taken", "Make Corrections Noted", "Revise and Resubmit" or "Not Reviewed". "Not Reviewed" will be used if the Contractor did not issue enough copies or other information required for the review to begin.

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- C. Samples to be incorporated into the Work will be returned, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review. Other Samples will not be returned, but the same notice will be given with respect thereto, and such notice shall be considered a return of the Sample.
- D. Revise and resubmit any Shop Drawings or Data designated "Revise and Resubmit", or "Rejected". Such re-submits will be reviewed and returned in the same manner as original Drawings, Data and Samples, within 21 days after receipt thereof or within 21 days after receipt of all related information necessary for such review. Any revised drawing or data designated "Revise and Resubmit" or "Rejected" and any corrected Sample so designated shall be further revised or corrected in accordance with the foregoing procedures.
- E. Proceed with any work covered by a Shop Drawing, Product Data, or a Sample designated "No Exception Taken" upon its return. Contractor may also proceed with the Work covered by a Shop Drawing, Product Data, or a Sample designated "Make Corrections Noted" provided the Contractor proceeds in accordance with notes and comments.
- F. Do not begin any work covered by a Shop Drawing, Product Data, or a Sample designated "Revised and Resubmit", "Not Reviewed", or "Rejected" until a revision or correction thereof has been reviewed and returned.
- G. A Drawing, Sample or Data designated "Revise and Resubmit" or "Rejected" and requiring re-submittal shall be revised or corrected and resubmitted to the County within fourteen (14) Calendar days after its return to Contractor.
- H. Neither the review nor the lack of review of any Shop Drawing, Data or Sample shall waive any of the requirements of the Contract, or relive any obligation there under. It is the Contractor's responsibility to submit all required information in a timely manner to prevent schedule slippage.

SUBSTITUTIONS

- A. County's review required:
 - 1. Contract is based on materials, equipment and methods described in Documents. County will consider requests for Substitutions only within 35 days after date of Agreement signing. Substitutions will also be considered when a product becomes unavailable through no fault of the Proposer.
 - 2. County will consider proposals for substitution of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required evaluating proposed substitution. A request constitutes a representation that the Proposer:
 - a. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - b. Will provide the same warranty for the substitution as for the specified product.

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- c. Will coordinate installation and make changes to other work which may be required for the Work to be complete with no additional cost to County.
 - d. Waives claims for additional costs or time extension which may subsequently become apparent.
 - e. Will reimburse County for services associated with re-approval by authorities.
 - f. Limit of one substitution request per product.
3. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request.
4. Do not substitute materials, equipment or methods unless such substitution has been specifically reviewed for this work.
5. Submittal procedure:
- a. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - b. Submit shop drawings, product, and certified test results attesting to the equivalence of the proposed product.
 - c. The Proposer will receive written notice of decision to accept or reject the request.

SCHEDULES INCLUDES

- A. Preliminary Schedules.
- B. Other Schedules.
- C. Revision of Schedules.

PRELIMINARY SCHEDULE

- A. Develop a Preliminary Construction Schedule. The major milestone dates shown on this preliminary schedule are the dates by which the Contractors are required to substantially complete each item of work listed. Items of work which are not specifically listed shall be executed and completed in a time and manner which will allow for adequate coordination with all other work and which will allow for completion of the milestone activities.

OTHER SCHEDULES

- A. Short Interval Scheduling will be used throughout the on-site construction process.
 - 1. The interval will be three weeks and will include the week submitted and two weeks thereafter.
 - 2. The schedules will be in sufficient detail to evaluate daily milestones and will correspond to the Project Schedule.

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3. The short interval schedule will be discussed and drawn up at each weekly job site meeting and distributed to all contractors present.

DELAYS AND EXTENSIONS OF TIME

- A. Delays and extensions of time are addressed in the General Conditions of the Contract.

PROJECT SCHEDULE

- A. Within 14 days after Notice of Intent to Award, furnish the County with three (3) copies of a schedule that addresses the work. This schedule must be in CPM format and, as a minimum, shall include the following.
 1. Detail of activities for mobilization and start of construction.
 2. Activities which must be complete for succeeding activities to start their work.
 3. Long lead procurement requirements.
 4. Submittals and shop drawings required.
 5. The plan for completion of work shall be in the sufficient detail to allow observation and monitoring by the County. Activities should be broken down by building or area, by trade, and by observation sequence of work. In general, any activity longer than two or three weeks should be broken down into phases two weeks or less in length.
- B. The schedule as submitted must reflect completion within the milestones established in the Preliminary Schedule. It is the Contractor's responsibility to provide adequate crew and sequence work in a way to meet these pre-established durations.

MONTHLY UPDATES

- A. The Schedule shall be updated monthly to reflect any changes and progress. The most current updated schedule will be used as the basis for determining schedule compliance.

QUALITY CONTROL GENERAL

- A. The work is governed by the requirements of Title 24, California Code of Regulations (CCR).
- B. Definitions:
 1. Soils Engineer: A civil engineer, licensed in the State of California, who is retained and paid by the County to perform services related to soils testing, inspection and observation.
 2. Testing Laboratory: An independent commercial testing organization, retained and paid by the County to perform tests and report on Work performed under the Documents, and as otherwise required.
 3. On Site Project Inspector: An individual person employed by the County observing the on-site construction Work in accordance with the Documents.

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OBSERVATION AND SUPERVISION

- A. The County or its appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review.
- B. Soils Engineer and Testing Laboratory:
 - 1. Services of a Soils Engineer and testing laboratory are required for Work in various individual areas. The County will provide these services at its expense.
 - 2. Contractor's Responsibilities:
 - a. Cooperate with Soils Engineer and Testing Laboratory personnel
 - b. Furnish copies of product test reports as required.
 - c. Furnish incidental labor and facilities:
 - (1) To provide access to Work to be tested.
 - (2) To obtain and handle samples at the Project site or at the source of the product to be tested.
 - (3) To facilitate inspections and tests.
 - (4) For storage and curing of test samples.
 - d. Notify the County Inspector and County sufficiently in advance of operations to allow for Testing Laboratory assignment of personnel and scheduling of tests.
 - (1) If tests or inspections cannot be performed after such notice, reimburse the County for the "Testing Laboratory personnel and travel expenses incurred.

TESTS AND INSPECTIONS

- A. The Contractor shall be responsible for scheduling all required in plant and on site tests and inspection. Notify the Site inspector, and the County 48 hours in advance of performing any work requiring on site testing or inspection.
- B. The Contractor shall provide access to Work to be tested, facilitate inspections and tests and furnish incidental labor and facilities.
- C. The County will pay for first inspections and tests required by California Code of Regulations Title 24, and others which the County may direct to have made.

RE-TESTING

- A. The County shall pay for and back-charge Contractor for all re-tests, including:
 - 1. Re-tests or re-inspections, if required, and tests or inspections required due to established Contractor error or missing test data required.
 - 2. Additional tests directed by the County Inspector or County which establish that materials and installation do not comply with the Documents.

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TESTING AND INSPECTION REPORTS AND CERTIFICATIONS

- A. A copy of laboratory report of each test or inspection or certification shall be provided to each of the following:
- 1) The County.
 - 2) The County Inspector.
 - 3) The Contractor.
 - 4) The Architect and Engineer of Record for the Work.

NORMAL CONTRACTOR COSTS IN CONNECTION WITH ORIGINAL TESTING

- A. The Contractor shall pay for:
1. In plant inspection costs.
 2. Testing, adjusting, and balancing of equipment and mechanical systems required by the Documents.

TEMPORARY FACILITIES SUMMARY

- A. General: Includes administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, for Contractor's use, and County's use during construction of this contract.
1. Use Charges: No cost or usage charges for any temporary services including long distance telephone service or facilities shall be chargeable to the County. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change order extra.
- B. Work Included: The work includes, but is not necessarily limited to, the following:
1. Temporary utility services required for use at the project site, including the following:
 - a. Temporary water service and distribution.
 - b. Temporary electric power and light.
 - c. Temporary telephone service.
 - d. Temporary storm and sanitary sewer.
 - e. Adequate utility capacity at each stage of contract operations. Prior to availability of temporary utilities at the site, provide trucked-in services, as required for start-up of operations.
 - f. Obtaining and paying for temporary easements required to bring temporary utilities to the project site, where the County's permanent easement cannot be utilized for that purpose.
 2. Temporary construction and support facilities required for the project, including the following:
 - a. Storage and fabrication areas.
 - b. Sanitary facilities, including drinking water.

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- c. Dewatering facilities and drains.
 - d. Temporary enclosures.
 - e. First aid station.
 - f. Project identification, bulletin boards and signs.
 - g. Waste disposal services.
 - h. Construction aids and miscellaneous general services and facilities.
 - i. Field offices.
3. Security and protection facilities and services required for the project, including the following:
- a. Barricades, warning signs, lights.
 - b. Enclosure fencing.
 - c. Temporary walkways.

QUALITY ASSURANCE

- A. Regulations: Comply with requirements of all local codes and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:
- 1. Codes, requirements for permits, testing, inspections and Haul Route acceptance.
 - 2. Health and safety regulations.
 - 3. Utility company regulations and recommendations governing temporary utility services.
 - 4. Police and Fire Department rules and recommendations.
 - 5. Environmental protection regulations governing use of water and energy, and the control of dust, noise, erosion and other nuisances.
- B. Inspections: Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

JOB CONDITIONS

- A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the work.
- B. Conditions of Use: Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
- 1. Temporary Construction and Support Facilities: Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.

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2. Security and Protection: Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner 24 hours per day. Take necessary measures to prevent erosion of the site.

MATERIALS AND EQUIPMENT

- A. General: Provide new or like new materials and equipment only for temporary services and facilities. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.
- B. Electrical Services: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.
 1. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets.
 2. Ground-Fault Protection: Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment.
 3. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
- C. Temporary Construction and Support Facilities: Provide facilities that can be maintained properly throughout their use at the project site.
 1. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.
 2. Sign Materials: For signs and directory boards, provide exterior type, exterior Grade A-C Marine Plywood conforming to PS-1, of sizes and thicknesses indicated. Provide exterior grade acrylic-latex-base enamel for painting panels and applying graphics.

INSTALLATION

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 1. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

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TEMPORARY UTILITY INSTALLATION

- A. Engage the local utility company to install temporary service to the project. Arrange with the companies for an acceptable time when service can be interrupted, where necessary, to make connections for temporary services.

- B. Water Service
 - 1. General: Install water services and distribution piping including but not limited to the following uses:
 - a. Construction processes.
 - b. Drinking water.
 - c. Sanitary facilities.
 - d. Cleaning.
 - e. County and contractor field offices.
 - 2. Pay water service use charges.

- C. Temporary Electric Power Service
 - 1. Engage the local utility company to install temporary service to the project.
 - 2. Contractor shall request, pay necessary fees, provide necessary information and or design, and obtain all the necessary permits to install and energize the temporary service.

- D. Temporary Telephones
 - 1. Arrange for the local telephone company to install temporary service to the project field offices.
 - 2. The County's field trailer shall be provided with two (2) telephone lines and two (2) phones.

- E. Temporary Sanitary Facilities
 - 1. Install temporary sanitary sewer lines and make connection to the County's field office.
 - 2. Provide and maintain adequate portable, enclosed unisex toilets for the use of employees and inspection personnel involved with the project. Toilets shall be handicapped accessible. Adequate toilet supplies shall be maintained.

TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. General: Provide a reasonably neat and uniform appearance in temporary construction and support facilities.
 - 1. Maintain field offices, storage, fabrication areas, temporary sanitary facilities, waste collection and disposal systems, and project identification and temporary signs until near completion. Immediately prior to completion remove these

ATTACHMENTS FILED
WITH
THE CLERK OF THE BOARD