

**ARTICLE 16
NON-DISCRIMINATION**

16.1 NON-DISCRIMINATION IN SERVICES

16.1.1 Contractor must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this Section 16.1, discrimination in the provision of services may include, but is not limited to the following:

- .1 denying any person any service or benefit or the availability of a facility;
- .2 providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others;
- .3 subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;
- .4 restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; or
- .5 treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

16.1.2 Contractor shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

16.1.3 Contractor shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination. Such persons shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

16.2 NON-DISCRIMINATION IN EMPLOYMENT

Contractor must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 16.2, in the performance of the obligations under the Contract Documents, Contractor and the Subcontractors shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Contractor and the Subcontractors shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

- .1 employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; or
- .2 selection for training, including apprenticeship.

16.2.1 Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 16.2.

16.2.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

16.2.3 Contractor shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Contractor's commitments under this Section 16.2.

16.2.4 Contractor certifies and agrees that it will deal with the Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

16.2.5 In accordance with Applicable Laws, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 16.2. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 16.2.

16.2.6 If County finds that any of the provisions of this Section 16.2 have been violated by Contractor or any of the Subcontractors, such violation shall constitute a material breach of the Construction Contract for which County may cancel, terminate or suspend the Construction Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Construction Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor or the Subcontractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor or the Subcontractor has violated the provisions of this Section 16.2.

16.2.7 Contractor hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance.

END OF GENERAL CONDITIONS

General Decision Number: CA150036 06/19/2015 CA36

Superseded General Decision Number: CA20140036

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	02/20/2015
4	03/27/2015
5	05/08/2015
6	06/19/2015

ASBE0005-002 06/30/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 35.44	19.36
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.34	16.09

ASBE0005-004 06/24/2013

	Rates	Fringes
Asbestos Removal		

worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 16.95 10.23

 BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

 * BRCA0004-011 05/01/2015

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 37.15	13.02

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

 BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

 BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

 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) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler		

(Commercial).....	\$ 37.48	11.00
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.00
(5) Sawfiler.....	\$ 37.44	11.00
(6) Scaffold Builder.....	\$ 28.55	11.00
(7) Table Power Saw Operator.....	\$ 37.45	11.00

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.

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	11.00
STOCKER/SCRAPPER.....	\$ 10.00	6.67

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0440-001 12/01/2014

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 36.09	22.07
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 36.09	22.07
Technician.....	\$ 27.07	21.80

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 \$12.00 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.

 ELEC0440-004 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 28.38	4%+11.45
Technician.....	\$ 30.18	4%+11.45

SCOPE OF WORK:

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

 * ELEC1245-001 01/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 51.81	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 41.38	13.85
(3) Groundman.....	\$ 31.65	13.51
(4) Powderman.....	\$ 46.26	14.06

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 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.90	28.38

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 07/07/2014

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.05	22.25
GROUP 2.....	\$ 39.83	22.25
GROUP 3.....	\$ 40.12	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.86	22.25
GROUP 6.....	\$ 41.83	22.25
GROUP 8.....	\$ 41.94	22.25
GROUP 9.....	\$ 42.19	22.25
GROUP 10.....	\$ 42.06	22.25
GROUP 11.....	\$ 42.31	22.25
GROUP 12.....	\$ 42.23	22.25
GROUP 13.....	\$ 42.33	22.25
GROUP 14.....	\$ 42.36	22.25
GROUP 15.....	\$ 42.44	22.25
GROUP 16.....	\$ 42.56	22.25
GROUP 17.....	\$ 42.73	22.25
GROUP 18.....	\$ 42.83	22.25
GROUP 19.....	\$ 42.94	22.25
GROUP 20.....	\$ 43.06	22.25
GROUP 21.....	\$ 43.23	22.25
GROUP 22.....	\$ 43.33	22.25
GROUP 23.....	\$ 43.44	22.25
GROUP 24.....	\$ 43.56	22.25
GROUP 25.....	\$ 43.73	22.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 40.40	22.25
GROUP 2.....	\$ 41.18	22.25
GROUP 3.....	\$ 41.47	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.83	22.25
GROUP 6.....	\$ 41.94	22.25
GROUP 7.....	\$ 42.06	22.25
GROUP 8.....	\$ 42.23	22.25
GROUP 9.....	\$ 42.40	22.25
GROUP 10.....	\$ 43.40	22.25
GROUP 11.....	\$ 44.40	22.25

GROUP 12.....	\$ 45.40	22.25
GROUP 13.....	\$ 46.40	22.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 40.90	22.25
GROUP 2.....	\$ 41.68	22.25
GROUP 3.....	\$ 41.97	22.25
GROUP 4.....	\$ 42.11	22.25
GROUP 5.....	\$ 42.33	22.25
GROUP 6.....	\$ 42.44	22.25
GROUP 7.....	\$ 42.56	22.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway

signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary

drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

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

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

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

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

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

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

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

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

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

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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

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

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

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

CRANES, 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, 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 14, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

ENGI0012-004 08/01/2014

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 48.60	22.40
(2) Dredge dozer.....	\$ 42.63	22.40
(3) Deckmate.....	\$ 42.52	22.40
(4) Winch operator (stern winch on dredge).....	\$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 41.43	22.40
(6) Barge Mate.....	\$ 42.04	22.40

IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.20

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

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

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.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 34.79	17.92
GROUP 2.....	\$ 33.84	17.92
GROUP 3.....	\$ 30.30	17.92

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.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 31.65	13.33
(2) Vehicle Operator/Hauler.	\$ 31.82	13.33
(3) Horizontal Directional Drill Operator.....	\$ 33.67	13.33
(4) Electronic Tracking Locator.....	\$ 35.67	13.33
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 32.56	16.28
GROUP 2.....	\$ 33.86	16.28
GROUP 3.....	\$ 35.87	16.28
GROUP 4.....	\$ 37.61	16.28

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

LAB01184-002 07/01/2014

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 35.74	16.48
GROUP 2.....	\$ 36.06	16.48
GROUP 3.....	\$ 36.52	16.48
GROUP 4.....	\$ 37.21	16.48
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator

(walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of

tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

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

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

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

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

LABO1184-004 07/01/2014

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO1414-001 08/07/2013

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 27.45	16.36
PLASTER TENDER.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2014

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.89	12.21
(2) All Other Work.....	\$ 30.27	12.21

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 10/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 35.18	15.91

PAIN0036-015 06/01/2014

	Rates	Fringes
GLAZIER.....	\$ 37.95	22.65

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

PAIN1247-002 01/01/2015

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.85	13.56

PLAS0200-009 08/06/2014

	Rates	Fringes
PLASTERER.....	\$ 37.43	13.21

PLAS0500-002 07/07/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.85	19.55

PLUM0016-001 07/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER Plumber and Pipefitter All other work except work on new additions and		

remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.71	20.36
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 43.33	19.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 34.59	17.71

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

ROOF0036-002 08/01/2014

	Rates	Fringes
ROOFER.....	\$ 35.02	13.57

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 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.10	19.38

SHEE0105-003 01/01/2015

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.....	\$ 40.79	23.75

(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...\$ 40.79 23.75

TEAM0011-002 07/01/2014

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.99	24.14
GROUP 2.....	\$ 28.14	24.14
GROUP 3.....	\$ 28.27	24.14
GROUP 4.....	\$ 28.46	24.14
GROUP 5.....	\$ 28.49	24.14
GROUP 6.....	\$ 28.52	24.14
GROUP 7.....	\$ 28.77	24.14
GROUP 8.....	\$ 29.02	24.14
GROUP 9.....	\$ 29.22	24.14
GROUP 10.....	\$ 29.52	24.14
GROUP 11.....	\$ 30.02	24.14
GROUP 12.....	\$ 30.45	24.14

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

GROUP 4: Driver of transit mix truck, under 3 yds.; Dump concrete 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.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

PROJECT SIGN

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

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

SUPERVISOR'S NAME

DISTRICT

PROJECT NAME

PROJECT COST

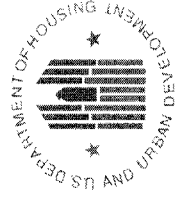
SPONSOR

CONTRACTOR

ARCHITECT/ENGINEER

(Blue letters on white background)

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



(HUD logo must be included)

Additional Federal Requirements

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

1. ***Equal Employment Opportunity*** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
2. ***Copeland "Anti-Kickback" Act*** (*18 U.S.C. 874 and 40 U.S.C. 276c*: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. ***Davis-Bacon Act, as amended*** (*40 U.S.C. 276a to a-7*: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

Project Name: _____

Name of Bidder: _____

The above named Bidder hereby certifies that:

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

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

Signature: _____

Name (Print): _____

Title: _____

Date: _____

**COUNTY OF RIVERSIDE
AFFIRMATIVE ACTION PROGRAM**

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

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

AFFIRMATIVE ACTION POLICY STATEMENT

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

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

It will be established policy to:

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

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

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

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

II DEFINITION OF TERMS

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

III SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, *12 U.S.C. 1701u*. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be

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

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

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

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

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

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

IV DISSEMINATION OF SECTION 3 PROGRAM POLICY

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

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

V PROGRAM EVALUATION

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

All contractors shall:

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

VI COMPLAINT PROCEDURE

Who may file a complaint?

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

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

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

Where to file a complaint?

A complaint must be filed with the:

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

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

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

(951) 955-8916

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

(Housing and Community Development Act of 1968)

Project Title: _____ Amount of Bid: _____

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

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

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 Subcontractor Database prior to selecting any subcontractor for my bid submittal. _____

Initial Here

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

Initial Here

Complete your Subcontracting Plan for this project below:

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

Bidder (Company) Name: _____

Authorized Representative (Type Name): _____

Signature: _____

Date: _____

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

(Housing and Community Development Act of 1968)

Project Title: _____ Amount of Subcontract: _____

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

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

Initial Here

Complete your proposed workforce plan for this project below:

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

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

Bidder (Company) Name: _____

Authorized Representative (Type Name): _____

Signature: _____

Date: _____

COUNTY OF RIVERSIDE
CDBG PROGRAM

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: _____

CERTIFICATION:

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

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

CONTRACTOR'S NAME: _____

CONTRACTOR'S LICENSE NO.: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____ (Type Name)

SIGNATURE: _____

DATE: _____

QUESTIONNAIRE REGARDING BIDDERS

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

Present business address is: _____

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

State of California Contractor's License No.: _____

Expiration Date: _____

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

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

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

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

- Woman/Female owned
- Male owned

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

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

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

LIST OF SUBCONTRACTORS

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

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT

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

POST CONTRACT AWARD FORMS

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

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

Present business address is: _____

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

State of California Contractor's License No.: _____

Expiration Date: _____

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

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

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

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

- Woman/Female owned Male owned

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

- Section 3 Business concern Non-Section 3 Business concern

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

EXHIBIT PA-3 (Cumulative)

EDA Use Only

Project Name: _____

File # _____

**ECONOMIC DEVELOPMENT AGENCY
COMMUNITY SERVICES DIVISION**

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

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

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

Project Name: _____

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

- | | | | |
|--|--|--|--|
| <p>Racial / Ethnic Codes:</p> <ul style="list-style-type: none"> 1 = White Americans 2 = Black Americans 3 = Native Americans 4 = Hispanic Americans 5 = Asian / Pacific Americans 6 = Hasidic Jews | <p>Type of Business / Trade Codes</p> <ul style="list-style-type: none"> 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 | <p>Section 3: Yes / No</p> <p>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.</p> | <p>PRINT NAME: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> |
|--|--|--|--|

**CERTIFICATION OF SUBCONTRACTOR
REGARDING NONSEGREGATED FACILITIES**

Project Name: _____

Name of Subcontractor: _____

Name of General Contractor: _____

The above named Subcontractor hereby certifies that:

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

Signature: _____

Name (Print): _____

Title: _____

Date: _____

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

EXHIBIT PA-5

PROJECT NAME: _____

DATE _____

CONTRACTOR: _____

SUBCONTRACTOR: _____

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

NAME OF PERSON COMPLETING FORM: _____

SIGNATURE: _____

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

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

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
GROUPS 1-11 _____

SOFT FLOOR LAYERS _____ _____

TILE LAYERS _____ _____

LANDSCAPE / IRRIGATION
FITTERS _____

LABORERS – STRIPPING _____ **(Must be approved by HUD and DOL)**

PLASTERER _____

OTHERS _____

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			\$	OPERATORS FRINGE BENEFITS:		
Plumbers			\$	GROUP #	BHR	\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		
OTHER CLASSIFICATIONS				GROUP #	BHR	\$
			\$			\$
			\$			\$
			\$			\$
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
			\$			
			\$			
			\$			
			\$			

SPECIAL PROVISIONS

1. SCOPE OF WORK

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

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

2. DRAWINGS

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

3. SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR

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

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

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

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

Class "A" shall mean Class "2"

Class "B" shall mean Class "3"

Class "C" shall mean Class "4"

Class "D" shall mean Class "1"

4. SCHEDULE

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

5. RIGHT-OF-WAY

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

6. COOPERATION BETWEEN CONTRACTORS AND UTILITIES

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

7. NOTIFICATION OF AGENCIES

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

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

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

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

8. CONSTRUCTION WATER AND POWER

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

9. INSPECTION OF THE WORK

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

10. TRAFFIC AND ACCESS TO BUSINESSES

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

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

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

11. MAINTENANCE AND GUARANTEE

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

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

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

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

12. BEGINNING OF WORK

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

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

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

13. STORAGE OF CONSTRUCTION EQUIPMENT AND MATERIALS

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

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

14. AS-BUILT / RECORD DRAWINGS

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

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

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

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

15. TRAFFIC CONTROL

Contractor is responsible for the preparation and submittal of a Traffic Control Plan to the City of Hemet Engineering Department for approval (Contact Denise Bartz at the Engineering counter at Hemet City Hall). The approved Traffic Control Plan will be submitted for an Encroachment Permit prior to beginning any work within the right-of-way. Closures or partial closures of the traveled way implemented by the Contractor shall be related to actual work being performed at the time. Closures are not permitted if work is not being performed or if the existing closure is not essential to the type of work being performed at the time, and traveled way shall immediately be restored to a safe condition for public use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. STRIPING, SIGNING, AND PAVEMENT MARKINGS

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

THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

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

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

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

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

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

17. CLEARING AND GRUBBING

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

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

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

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

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

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

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

18. DUST CONTROL

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

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

19. DISPOSAL OF EXCESS EXCAVATION MATERIALS

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

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

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

20. EARTHWORK

UNSUITABLE MATERIAL

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

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

SURPLUS MATERIAL

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

PAYMENT

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

Relative Compaction

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

Compacting

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

21. SOILS AND AGGREGATE TESTS

Laboratory Maximum Density

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

Field Density

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

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

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

23. CONCRETE, CURBS, GUTTERS, SIDEWALKS AND PADS

General

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

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

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

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

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

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

Sidewalk and Access Ramps – 4.0 inches thick

Drive Approach – 8.0 inches thick

Access ramps and sidewalks are to meet current ADA requirements. Unless specified otherwise, all concrete curb and gutter shall be straight-graded to drain. The contractor shall flow-test the curb and gutter during construction to ensure that the gutter flows as best as possible.

During all concrete pouring and installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

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

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

Payment

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

24. AGGREGATE BASE

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

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

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

25. ASPHALT CONCRETE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. ADJUST UTILITY TO GRADE

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

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

27. EXECUTION / SOLAR LIGHTING / INSTALLATION

Installation

Install equipment in accordance with manufacturer's installation instructions.

Provide complete installation of system in accordance with Contract Documents.

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

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

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

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

References

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

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

Description

Solar Powered Outdoor Lighting System

Submittals

Specification Conformance Document:

Meets specification exactly as stated.

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

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

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

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

TP-9

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

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

Line drawing or photograph of lighting system(s).

Wiring diagram(s).

Installation Instructions.

Quality Assurance

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

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

Safety Compliance

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

Ascot luminaire is CE certified.

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

Other Compliances

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

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

Project Conditions

Ambient temperature: -5° to 45° C.

Relative humidity: 0 to 100%.

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

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

Warranty

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

Solar Voltaic Panel covered for 20 years

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

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

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

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

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

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

Regulatory Requirements

Solar lighting system meets or exceeds NEC 2005 code requirements

Storage and Handling

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

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

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

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

Maintenance

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

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

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

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

Products – Solar Parking Lot Lighting

Manufacturers

Acceptable Manufacturer: Sol Inc. or approved equal

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

Substitutions

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

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

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

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

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

General – Solar Powered Light Fixtures

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

Photovoltaic (PV) Module

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

Sealed behind UV stabilized tempered glass

Covered by a 20 year power warranty

Meet or exceed IEC61215

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

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

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

Water-tight wire junction box on PV module

Performance

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

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

LED Luminaire

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

LED chamber of the luminaire provides IP65 protection.

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

Type V photometric distribution.

Pole spacing: As shown approved design drawings

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

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

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

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

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

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

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

Construction

[Small Shoebox] [Greenway® Ascot] style

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

Operates in the following mode

Dusk to Dawn

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

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

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

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

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

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

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

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

Operate the light for a minimum of at least five [5] nights without adequate insolation during the day to charge the batteries.
Charge controller never discharges more than 20% depth of discharge per night.
Charge Controller differentiates between actual sunlight and solar panel illumination from the system's own LED light.

Batteries:

Construction

Sealed valve regulated Gel cell type.
Maintenance free.
Air shippable.
Battery shall be rated "non-spillable" by ICAO/IATA/DOT.
100% recyclable.
Battery must be built to comply with IEC 896-2, DIN 43534, BS 6290 Pt4, and Eurobat.

Performance

Capable of over 2000 cycles.
Deep cycle technology.
Maintains over 80% of charge after 2 months if left disconnected.
Batteries should provide no less than 5 days of back up in no-sun conditions.
Warranted for a minimum of two (2) years, and an additional pro-rated warranty to cover five (5) years.

Battery Enclosure:

Construction

All aluminum vented enclosure.
Aluminum doors and body powder coated to match the system color.
Installed below the solar panels on the panel support structure with a minimum 4" of air-barrier to prevent overheating.
NEMA 3R rated.
Holds up to 1 large-size (100 Ah) battery to a maximum enclosure weight of 65 lbs.
Hinged front cover and optional additional locking device.
All battery wire terminals and harnessing connect via quick-connect type with keyed connections to prevent miswiring.

Performance

Access provided for battery service via two (2) bolts.
Wire harness is 12AWG THHN wire and finished to prevent accidental shorts.
Terminal covers, ring washers, terminals, etc. are non-corrosive non-rusting.
Wire Harnessing & Fuse
Wire Harnesses Construction
All UV stabilized jacketed wiring and connectors.
Quick disconnect connector plugs have latch to ensure secure connection.
Provided with in-line fuse and holder in water tight enclosures.
Provided in variable lengths to eliminate all field wiring.
Color coded connectors make circuit purpose identification simple.
Individually matched quick disconnect plugs for battery, PV and luminaire to charge controller/LED driver.
Wire Harness Performance:

Sealed gasketed connectors prevent dust intrusion IP 66.
All wire gauges exceed NEC 2009 wire gauge and maximum current draw by 25%.

Solar Lighting Pole, PV Structure, Pole Construction:

All aluminum extruded 8" diameter pole with integrated installation channels with bolt down base.
Stainless steel hardware for rust-proof and corrosion resistant mounting equipment.
Factory supplied with powder coating to match luminaire and battery enclosure precisely.
Provided with slip-fit design to support direct mounting of the LED luminaire, PV array and battery box.
Pole meets ANSI C136.36A-2010, for Roadway and Area Lighting Equipment- Aluminum Lighting Poles.

Pole Performance 140 mph wind zone:

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

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

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

PV Support Structure Construction

Extruded high strength Aluminum alloy body.

Slip fit design to facilitate easy assembly onto pole

Powder coated to match the battery box and luminaire color.

PV Support Structure Performance:

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

Tilt of 45 degrees.

Source Quality Control

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

Manufactured by an ISO 9001-2008 listed manufacturer

27. DECOMPOSED GRANITE

Sequencing

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

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

Submittals

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

Delivery, Storage and Handling

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

Field Conditions

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

Excavation Examination

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

Preparation

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

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

Installation

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

Field Quality Control

- A. Material shall comply with manufactures specifications.

Protection

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

Maintenance and Repairs

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

Stabilized Decomposed Granite Materials

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

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

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

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

C. Factory Blending:

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

Accessories

- A. Water: Free from contaminants that would discolor or be deleterious to stabilized decomposed granite surfacing.
- B. Soil Sterilant: Oxadiazon or approved equal.

28. METAL FENCES GENERAL

SUMMARY

This section includes the following:

Steel ornamental fences with solid steel pickets.

Related Sections include the following:

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

SUBMITTALS

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

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

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

Include samples of the following:

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

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

Gate hardware including hinges and latch, if needed.

Qualification Data: Submit qualification data for fabricator.

QUALITY ASSURANCE

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

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

MATERIALS

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

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

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

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

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

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

Stainless Steel:

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

Bars and Shapes: ASTM A 276, Type 304.

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

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

Paint:

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

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

ORNAMENTAL METAL FENCES

Fence Design: [Montvale]

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

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

Finial: [Type F-5, Spade]

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

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

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

FABRICATION, GENERAL

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

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

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

Shear and punch metals cleanly and accurately. Remove burrs.

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

All forging shall be coal forged.

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

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

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

Obtain fusion without undercut or overlap.

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

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

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

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

FINISHES, GENERAL

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

Finish ornamental metal fences and gates after assembly.

STEEL AND IRON FINISHES

Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below and SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning" for surface preparation specifications and environmental exposure conditions of installed metal fabrications: Remove all loose scale by blasting in accordance with SSPC-SP6. Perform blasting with an air compressor having a minimum capacity of 200 C.F.M. and an air dryer with a minimum capacity of 250 C.F.M.. Use cast steel grit blast media G25, G40, or G50 in accordance with SAE J1993.

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

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

Shop Priming:

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

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

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

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

Color: Black, high gloss.

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

INSTALLATION

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

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

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

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

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

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

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

29. FINAL APPROVAL OF THE WORK

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

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

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

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

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