



**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**NOTICE TO CONTRACTORS,
SPECIAL PROVISIONS, AND
CONSTRUCTION CONTRACT**

FOR

**CDBG MEMORIAL PARK FACILITIES IMPROVEMENT PROJECT
PROJECT NO. 20-05**

**CDBG MEMORIAL PARK FACILITIES IMPROVEMENT PROJECT
PROJECT NO. 20-05**



A handwritten signature in blue ink, appearing to be "BJ", written over a horizontal line.

Bjorn P. Jones, PE
Assistant City Engineer

A handwritten date "4/29/21" in blue ink, written over a horizontal line.

Date

**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the plans entitled:

**CDBG MEMORIAL PARK FACILITIES IMPROVEMENT PROJECT
PROJECT NO. 20-05**

Bids will be received at the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945 until **3:30 P.M. on May 10, 2021**, at which time they will be publicly opened and read aloud at said address. Any Protest regarding the award of the contract must be submitted pursuant to the instructions stated in the special provisions.

GENERAL WORK DESCRIPTION:

The scope of work, in general, includes; demolition and removal of park facilities (buildings, swimming pool, miscellaneous improvements), clearing grubbing and tree removal, concrete and asphalt concrete removal. Improvement work includes construction of two new community pools, including pool equipment, restroom and maintenance building construction, construction of new pickleball courts and a basketball court and resurfacing of a softball field with artificial turf. Also included is installation of concrete sidewalk, curb, and accessible ramps, retaining walls, drainage improvements, hot mix asphalt paving, pavement marking and striping. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

Project Location: Memorial Park, in Grass Valley, California

The Engineer's estimate for this project is **\$4,300,000.00**

The time of completion shall consist of **250 Working Days**

BID INFORMATION:

Bids are required for the entire work described herein. The City of Grass Valley reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

No pre-bid meeting is scheduled for this project.

The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90-day period after the bid opening.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of the following classes: C-5 - Framing and Rough Carpentry Contractor, C-8 - Concrete Contractor, C10 - Electrical Contractor, C12 - Earthwork and Paving Contractors, C13 - Fencing Contractor, C21 - Building Moving/Demolition Contractor, C27 - Landscaping Contractor, C29 - Masonry Contractor, C33 - Painting and Decorating Contractor, C36 - Plumbing Contractor, C39 - Roofing Contractor, C50 - Reinforcing Steel Contractor, C53 - Swimming Pool Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

Plans, specifications, and proposal forms for bidding this project can be obtained directly from the City of Grass Valley, Engineering Division, 125 E. Main Street, Grass Valley, CA 95945, Telephone (530) 274-4373. A non-refundable fee of seventy dollars (\$70.00) per bid set will be charged if picked up, or eighty (\$80.00) per bid set if mailed. Alternatively, bidders may download an electronic copy of the bid set free of charge from the City's website at <http://www.cityofgrassvalley.com/departments/engineering/rfpsrfqs-and-current-bids>

The City reserves the right, during the bid process and prior to the deadline for submitting bids, to issue one or more addenda, clarifications, or other communication concerning the bid process, including possible changes as to the time, place, and manner for submitting bids. The City will provide this information to any potential bidder who has obtained a bid package directly from the City. The City will also provide notice of the availability of revisions/addenda to any potential bidder who has obtained a bid package electronically from a contractor bid room or other source, if that bidder has provided a request for revisions, including the bidder's name, company, mailing address, phone number, email or fax number and the project name that the bidder is requesting notifications for. The request for revisions shall be submitted as soon as possible, but no later than five (5) business days prior to the date specified for opening bids in the manner described below:

- Emailed: To the attention of the Project Manager at: bjornj@cityofgrassvalley.com
- Mailed: To the attention of the Project Manager, City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945

Bidders who have requested to receive revisions as described above, may only receive email notices of the availability of revisions/addenda. It shall be the bidder's responsibility to access the actual revisions/addenda as electronic copies from the City's website.

The City will also endeavor to provide such revisions/addenda to any contractor bid room which has requested copies of the bid documents. The City takes no responsibility for notifying a bidder who does not obtain bid documents from the City or does not provide the specified request for revisions to the City. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the City.

All questions concerning this project shall be provided in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for opening bids. Questions received less than five (5) working days before the date specified for opening bids may not be answered. All questions must be received by the City, in the manner described below.

- Emailed: To the attention of the Project Manager at: bjornj@cityofgrassvalley.com
- Mailed: To the attention of the Project Manager, City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945

Bidders are responsible to confirm receipt of written questions by the Engineering Division. Additionally, the City will answer a bidder's question only if the bidder provides the City a means for a response, including a telephone number, address, and fax number.

Bid Bonds shall be required for this project. The successful bidder shall be required to furnish a Payment Bond and a Performance Bond and certificates of liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Contract and shall also include the endorsements specified.

Bidders are urged to obtain DBE participation on this project, although there are no specific goals for DBE participation.

The City of Grass Valley hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages for Nevada County have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project, may be examined at the office of the Engineering Division, City of Grass Valley and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Bid book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid book. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Dated: April 28, 2021

BJORN P. JONES
ASSISTANT CITY ENGINEER
CITY OF GRASS VALLEY
ENGINEERING DIVISION

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SPECIAL PROVISIONS

INSTRUCTIONS TO BIDDERS

1. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 1.1. The bidder has read and understands the bid package and the bid is in accordance with all the requirements of the bid package and applicable law.
- 1.2. Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 1.3. The bidder understands that quantities of unit price items may vary from the estimates provided in the Special Provisions, proposal, technical specifications, and construction contract.
- 1.4. Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed to ensure that the Project work may be performed for the amount bid.
- 1.5. The bidder has informed the City in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

2. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

- 2.1. Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the City in writing as soon as reasonably possible, but no later than five (5) working days before the date specified in the bid opening. Such notice shall be sent as specified in the Notice to Contractors for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 2.2. Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by the City Engineer and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the City Engineer and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.
- 2.3. The City takes no responsibility for notifying a bidder who does not obtain bid documents from the City or does not provide the specified Request for Revisions statement to the City. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the City.
- 2.4. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the City Engineer and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

3. PRE-BID ACCESS TO THE SITE

- 3.1. Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the

physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.

- 3.2. Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval. The City may require bidders to execute an access agreement or encroachment permit prior to approving testing at the Project site. Once approved testing is complete, bidders shall fill all trenches or holes, restore all pavements to match the existing structural section, and otherwise clean up and restore the test site to its pre-test condition solely at the bidder's expense.
- 3.3. The Bidder's attention is directed to the requirements of Section 2-1.30, "Job Site and Documentation Examination," of the Standard Specifications and these Special Provisions.
- 3.4. An optional pre-bid meeting will be held to access the site and tour facilities. Attendance of prospective bidders is encouraged but not required. The pre-bid meeting is scheduled for March 25, 2021 at 10:00am, to be held at the Memorial Park Pool, 350 Race Street, Grass Valley, CA 95945.

4. BIDDING PROCEDURE

- 4.1. Bids shall be delivered to the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945, no later than the time and date specified in the Notice to Contractors. Bids will be opened and read publicly at that time. Bids that are submitted late according to the time shown on the official bid clock located in City Hall will be returned unopened. Telephones for use by bidders are not available at the City offices.
- 4.2. In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. Bids must be submitted using the proposal forms furnished with the bid package. Bids must include all documents provided in the Proposal. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids shall be typed or written in ink. Corrections may be made if initialed by the bidder. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the proposal forms furnished with the bid package may be deemed non-responsive.
- 4.3. Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the City, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 4.4. No person, firm, corporation, partnership, or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 4.5. In accordance with California Public Contract Code Section 20171, all bids must include one of the forms of security specified in Caltrans Standard Specifications in an amount of at least ten (10) percent of the total of the bid prices. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the City all required bonds, certificates of insurance, and completed contract forms and enter into a contract with the City within ten (10) working days of receipt of the Notice of Award. The bidder's security of any successful bidder that fails to do so will be forfeited to the City. All bidders' security not forfeited to the City will be returned once a successful bidder provides all required documents and enters a contract with the City in accordance with all applicable bid package requirements. Forfeiture of the

bidder's security to the City will not waive or otherwise limit any other remedy available to the City under applicable law.

- 4.6. In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Contractors, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's license number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties. In addition, all licenses shall remain in effect throughout the term of the contract.
- 4.7. Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the City Engineer. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety-day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the City.
- 4.8. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment to the parties.

5. BID PROTESTS

Any protest of the proposed Project award must be submitted in writing to the City no later than 5:00 PM on the third business day following the date of the bid opening.

- 5.1. The initial protest must contain a complete statement of the basis for the protest.
- 5.2. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 5.3. The party filing the protest must concurrently transmit a copy of the initial protest to the apparent low bidder.
- 5.4. The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- 5.5. The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 5.6. The City shall review all timely protests prior to award of the Project. The City shall not be required to hold an administrative hearing to consider any protests but may do so at its option. At the time of the City Council's consideration of the Project award, the City Council shall also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

6. AWARD

- 6.1. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution", and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these Special Provisions.
- 6.2. In accordance with applicable law, the City reserves the right to reject any or all bids and to waive any informality in any bid. The City reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the City elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and those additive or deductive alternate items listed in the Proposal. In accordance with the contract documents and other applicable law, the City may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 6.3. The contract shall be awarded, if an award is made, to the lowest responsible bidder within 90 calendar days from the date bids are publicly opened and declared. If the award is not made within that period, all bids submitted are deemed rejected by the governing body.

A contract shall exist between the Contractor and the City when all of the following steps have been completed.

- (a) Award of the contract by the governing body.
- (b) Execution of a written contract by the Contractor within ten (10) working days of receipt of written notice of award.
- (c) Delivery by the Contractor to the City, the Faithful Performance and Labor and Materials bonds required herein, within ten (10) working days of receipt of written notice of award.
- (d) Delivery by the Contractor to the City, all City-approved Insurance Policies, on the appropriate forms, as required, within ten (10) working days of receipt of written notice of award.

Contractor shall execute a written agreement with the City using the form set forth hereafter.

- 6.4. The successful bidder and any subcontractors and others engaged in performance of the Project shall have valid local business licenses, as applicable, before commencing work on the Project.
- 6.5. Upon verifying that the successful bidder has provided complete, executed copies of all documents specified necessary to execute the contract and an authorized City representative has signed the contract, the Engineering Division will issue a Notice to Proceed in accordance with Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these Special Provisions. The number of days within which the Project must be complete begins to run on the project commencement date.

7. PRICING

- 7.1. Inconsistency of bid unit items, item prices, and/or totals shall be resolved in accordance with the requirements specified in the Proposal.
- 7.2. Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract.

8. QUANTITIES

- 8.1. Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The City does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the City and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

- 8.2. The City may amend, decrease, or increase the Project work in accordance with the bidding package and the contract documents. If the City amends, decreases or increases the Project work prior to award of the Project, each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

9. SUBSTITUTION OF "OR EQUAL" ITEMS

- 9.1. In accordance with California Public Contract Code Section 3400 concerning the submittal of an "or Equal" product, bidder's attention is directed to the requirements of Section 2-1.02, "Required Listing of Proposed Products "or Equals" with Bid Proposal" of these Special Provisions, and the Proposal.

10. SUBCONTRACTING

- 10.1. Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and the following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, California contractor license number and public works contractor registration number for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the name, business location, California contractor license number, public works contractor registration number, and the portion of work that will be subcontracted, for each subcontractor that will perform a portion of the Project work (including special fabrications and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.
- 10.2. Required listing of the portion of work that will be done by each subcontractor (Bid item number and percentage of subcontracted work of total bid) may be submitted by the prime contractor to the project manager listed in the invitation to bid, within 24 hours after the deadline established for receipt of bids.
- 10.3. In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.
- 10.4. Bidder's attention is directed to the requirements specified in "Subcontracting," of these Special Provisions and the Proposal.

11. ASSIGNMENT

- 11.1. Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of the City Engineer. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.
- 11.2. Bidder's attention is directed to the requirements specified in Section 5-1.12, "Assignment," of the Construction Specifications.

12. BONDS

- 12.1. The successful bidder shall submit to the City a performance bond within ten (10) working days of receiving written notice of award. The successful bidder shall submit to the City a payment or labor and materials bond within ten (10) working days of receiving written notice of award. City shall retain the Performance Bond for a

one-year guarantee period from the date of the City's acceptance of the work. All Project bonds shall be executed using the forms provided in the bid package.

- 12.2. The bonds shall be obtained from a California admitted surety that is licensed by the State of California to act as a surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by City.
- 12.1. In accordance with California Civil Code Section 9550, labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 9554.
- 12.2. The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.
- 12.3. Bidder's attention is directed to the requirements specified in Section 3-1.05, "Contract Bonds," and "Warranty," of these Special Provisions, and the Contract.

13. LABOR LAWS

- 13.1. Bidders must comply with applicable provisions of the California Labor Code.
- 13.2. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.
- 13.3. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for Nevada County are on file at the City offices, 125 E. Main Street, Grass Valley, California 95945. These wage rates are not included in the Special Provisions but will be made available on request.
- 13.4. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
- 13.5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 13.6. Requirements for competitive sealed bidding and design build projects are set out in the Grass Valley Municipal Code sections 3.08 and 3.10 consistent with City Charter Article XIII, Section (2). Skilled and trained workforce requirements set out in Public Contract Code Section 2600 et seq. are not mandated by the City for this project.
- 13.7. Bidder's attention is directed to the requirements specified in "Prevailing Wage," "Labor Nondiscrimination," and "Labor Code Requirements," of these Special Provisions, and Section 7-1.02K, "Labor Code", of the Standard Specifications.

SECTION 1 GENERAL SPECIFICATIONS AND PLANS

1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Project Plans, Standard Specifications and Standard Plans dated 2018 of the Department of Transportation, and the City of Grass Valley's Improvement Standards and in accordance with the following Special Provisions.

Amendments to the Department of Transportation's Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components" of the Standard Specifications and are included as Attachment A to these Special Provisions. Whenever either the term "Standard Specification is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text following said term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the City of Grass Valley's Improvement Standards, and these Special Provisions, the Special Provisions shall govern, take precedence over, and be used in lieu of such conflicting portions. The Department of Transportation's Standard Specifications and Standard Plans shall govern over the City of Grass Valley's Improvement Standards.

Units in the United States Standard Measures shall apply to this contract.

1-1.02 REVISED STANDARD SPECIFICATIONS AND STANDARD PLANS

All references to the Department of Transportation's Standard Specifications and Standard Plans shall be considered to include any revisions issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions.

Revised Standard Specifications and Standard Plans can be found on the Caltrans website as provided in the following link: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

1-1.03 DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

City: City of Grass Valley.

City Engineer: The City Engineer of the City of Grass Valley, State of California.

City Hall: The City building located at 125 East Main Street, Grass Valley, California, 95945.

Contract Documents: All of the written matter describing the contemplated work, including the Plans, Special Provisions, Improvement Standards, Bonds, Agreement, and any approved Change Orders.

Department: The Engineering Department of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

Department of Transportation: The Engineering Division of the City of Grass Valley, State of California, except when referring to documents, laws, or departments of the State of California. Any reference in questions shall be as designated by the Engineer.

Director of Transportation: The City Engineer of the City of Grass Valley, State of California.

District Director of the District: The City Engineer of the City of Grass Valley, State of California.

Engineer: The City Engineer of the City of Grass Valley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Improvement Standards: The Design Standards, Construction Standards and Standard Details of the City of Grass Valley Public Works Department, Engineering Division

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the Contract, except

when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer

Standard Plans: The 2018 edition of the Standard Plans of the State of California, Department of Transportation including any revisions to the Standard Plans issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

Standard Specifications: The 2018 edition of the Standard Specifications of the State of California, Department of Transportation including any revisions to the Standard Specifications issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

State: The City of Grass Valley, except when referring to documents, laws, or departments of the State of California. Any reference in question shall be as designated by the Engineer.

State Highway Engineer: The City Engineer of the City of Grass Valley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Transportation Building, Sacramento: City Hall of the City of Grass Valley, State of California except when referring to documents, laws, or departments of the State of California. Any reference in question shall be as designated by the Engineer.

Working Day: Monday through Friday, except holidays, from 7am to 7pm, or as further specified in these Special Provisions.

Contractor's attention is directed to the definitions and terms specified in Section 1, "Purpose and Definitions," of the Design Standards and Section 1, "Purpose and Definitions," of the Construction Standards.

SECTION 2 BIDDING

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall include unit costs, and total costs for the base bid.

Bidders are required to specify a physical business street address to receive certified mail in accordance with the Proposal. The City shall be notified in writing a minimum of thirty (30) days in advance of any changes of address.

Section 2-1.06A, "General," of the Standard Specifications is replaced in its entirety with the following:

Improvement Standards may be viewed at the City of Grass Valley's website: http://www.cityofgrassvalley.com/services/departments/engineering/Standard_Specifications_and_Drawings

The Notice to Contractors, Special Provisions, and Construction Contract, Proposal and Bidder's Certificates and Improvement Plans may be viewed at the City of Grass Valley website, <http://www.cityofgrassvalley.com/services/departments/engineering/rfpsrfqs-and-current-bids>, or at City Hall at 125 East Main Street, Grass Valley, CA 95945. The Proposal form is bound separate from the Contract and the Special Provisions.

In addition to the subcontractors required to be listed in conformance with, "Subcontractor List," of these Special Provision, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. The listing subcontractor shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on any future public works contracts.

2-1.02 REQUIRED LISTING OF PROPOSED PRODUCTS "OR EQUALS"

On the sheet provided herein, to be submitted as part of the proposal, the bidder shall list each proposed substitution of an "equal" product. The bidder shall identify the proposed substitution by the section of the specifications that specifies the product, the name of the product proposed to be substituted out, and the name and manufacturer of the product proposed to be substituted. Prior to the award of the Contract and upon the request of the Engineer, the bidder shall submit the written request for substitution within three (3) days. The request shall be accompanied by evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the bidder. Failure to submit the information as requested by the Engineer shall be deemed a voluntary withdrawal of the proposed substitution.

No requests for any substitution shall be allowed unless listed on the sheet provided. No requests for substitution shall be allowed after the opening of the bid. Requests for substitution shall be reviewed and considered by the Engineer promptly after the award of the contract to the lowest responsible Bidder. In its sole discretion, the Engineer may request additional information about the proposed substitution.

The decision by the Engineer as to whether a proposed substitution is an "Equal" product shall be made by the Engineer based upon the information submitted and will be final.

The Engineer will be the sole judge as to whether a proposed substitution is an "Equal" product. The Engineer's decision will be made based upon the information submitted and will be final.

A sheet for listing the proposed substitutions of an "Equal" product, as required herein, is included in the Proposal.

2-1.03 SUBCONTRACTOR LIST

Contractor's attention is directed to the requirements of "Subcontractor List" of the Standard Specifications, the Proposal, and these Special Provisions.

For each Subcontractor required to be listed, the Subcontractor List included in the proposal must show the **name and place of business, California contractor license number and Public Works contractor registration number** of each Subcontractor to whom the bidders proposes to directly subcontract portions of the work.

Additionally, if not otherwise included in the Subcontractor List submitted with the bid, the prime contractor shall submit a completed Subcontractor List within 24 hours of the bid opening setting forth the bid item number and percentage of the item work that will be done by each Subcontractor listed.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

2-1.04 BIDDER'S SECURITY

The form of Bidder's Bond mentioned in "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal annexed hereto.

2-1.05 NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code 7106, a Non-Collusion Affidavit is included in the proposal.

2-1.06 DISADVANTAGE BUSINESS ENTERPRISES (DBE)

The City maintains a goal that Disadvantaged Business Enterprises (DBEs), as defined in Part 26, Title 49 CFR, shall be encouraged to participate in the performance of City contracts. The Contractor should ensure that DBEs, as defined in Part 26, Title 49 CFR, have the opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps, as set forth in Part 26, Title 49 CFR, for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or gender in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the City may deem appropriate.

Bidders shall be fully informed respecting the requirements of the Code of Federal Regulations and are urged to obtain DBE participation in this project.

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at <http://www.dot.ca.gov/hq/bep> to verify the current availability of this service.

2-1.07 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower-tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.08 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

Refer to Section 14 of these Special Provisions.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications, "Award," of the Instruction To Bidders of these Special Provisions, and these Special Provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

Bid protests are to be delivered to the following address: **Engineering Division, 125 East Main Street, Grass Valley, CA 95945.**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: **Engineering Division, 125 East Main Street, Grass Valley, CA 95945.**

3-1.02 AWARD OF CONTRACT

The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90-day period after the bid opening.

3-1.03 CONTRACT BONDS

Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Special Provisions. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the City and until all claims for materials and labor are paid and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the City Attorney.

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the Engineer.

Should any Surety at any time be unsatisfactory to the City, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the City.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications, and "General Requirements," of these Special Provisions.

The Contractor shall begin work by the date identified in writing in the Notice to Proceed by the City of Grass Valley and shall diligently prosecute the same before the expiration of

250 Working Days

Beginning on the first day of work or the date stated in the Notice to Proceed, whichever comes first.

The Contractor shall pay to City of Grass Valley the sum of \$500 per day, as liquidated damages, for each and every calendar day delay in finishing the work in excess of the working days prescribed above. At the Engineer's option, said sum may be deducted from any payment due to or to become due the Contractor.

The 72 hours advance notice before beginning work specified in Section 8-1.04, "Start of Job Site Activities," of the Standard Specifications is changed to 5 days advance notice for this project.

4-1.02 HOLIDAYS

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving day and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

4-1.03 WINTERIZATION

The Contractor shall, at his sole expense, winterize the project if construction activities are not completed by October 15. The Contractor shall winterize the project in conformance with the requirements of "Water Pollution Control," of these Special Provisions for all construction activities that take place between October 15th and May 1st. An acceptable winterization plan shall be submitted to the Engineer no later than October 1st for his review and acceptance.

The Contractor's winterization plan is required for all construction activities that take place between October 15th and May 1st and shall be in conformance with the requirements of "Water Pollution Control," of these Special Provisions.

The intent of winterization is as follows:

1. To assure that erosion of earthen materials is prevented to greatest extent practicable.
2. To assure that storm waters are allowed to pass through the site without substantial damage to the project site.

After the acceptance of a winterization plan and the installation of all required temporary winterization measures, work may proceed after October 15th, if approval is obtained in writing from the California Regional Water Quality Control Board and the Engineer. All work done after October 15th must be able to be winterized within 24-hour notice.

Winter Suspension: The City may, at its option, suspend work between October 15th and May 1st of the following year. If this occurs, the entire site shall be winterized including areas not yet seeded or planted.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

4-1.04 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors. A "Key Personnel and Emergency Phone Numbers" list (for which these key personnel could be contacted 24 hours per day, 7 days a week) shall be submitted to the City. Attendance by the Contractor or the Contractor's authorized representative is mandatory.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

4-1.05 ARCHAEOLOGICAL FINDS

All articles of archaeological interest, which may be uncovered by the Contractor during the progress of the work, shall be reported immediately to the Engineer. The further operations of the Contractor, with respect to the find will be decided under the direction of the Engineer.

4-1.06 EXTRA WORK

Section 4-1.05, "Changes and Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

If in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

4-1.07 SCOPE OF WORK

Shall conform to the provisions of Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions.

4-1.08 ELIMINATION OF ITEMS OF WORK

The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications concerning the elimination of items of work, and these Special Provisions.

SECTION 5 GENERAL

SECTION 5-1 MISCELLANEOUS

THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH CALIFORNIA LABOR CODE SECTIONS 1774 AND 1775, AND RELATED CODES.

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

5-1.02 LABOR CODE REQUIREMENTS

For all new projects awarded on or after April 1, 2015, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner. After January 1, 2015, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Attention is directed to the provisions in Section 7-1.02K(5), "Working Hours" and Section 7-1.02K(3), "Certified Payroll Records" of the Standard Specifications.

5-1.03 PREVAILING WAGE

Attention is directed to the provisions in Section 7-1.02K(2), "Wages" of the Standard Specifications.

The general prevailing wage rates and any applicable changes to these wage rates determined by the Director of Industrial Relations for Nevada County, may be examined at the City of Grass Valley Engineering Division Office and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. These wage rates are not included in the Proposal and Construction Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing wage rates and any applicable changes to these wage rates determined by the United States Department of Labor, Branch of Construction Wage Determinations, for Nevada County, are available at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373]. Changes, if any, to the general prevailing wage rates will be available at the same location. General prevailing wage rates are also available on the California Department of Transportation website: <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

The Contractor and any subcontractor shall pay each worker that is employed for any public work done under contract, not less than the higher of the prevailing wage rates as determined by the California Director of Industrial Relations and the United States Department of Labor, Branch of Construction Wage Determinations.

5-1.04 BUY AMERICA

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in "Certificates of Compliance", of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

5-1.05 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications and these Special Provisions.

All subcontractors doing work shall possess an appropriate valid California Contractor's License for the type of work the subcontractor will perform at the time of the bid submittal and the license shall remain in effect throughout the duration of employment on the job.

All applicable license designations and numbers for Subcontractors doing work in excess one-half or one percent of the total bid or \$10,000.00, whichever is greater, shall be included on the LIST OF SUBCONTRACTORS within the Proposal.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Grass Valley may exercise the remedies provided under Pub Cont Code § 4110. The City of Grass Valley may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractor's ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.06 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.07 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance.

5-1.08 PAYMENTS

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions.

5-1.09 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments shall be in accordance with Section 9-1.03, "Payment Scope," of the Standard Specifications, the Standard Specifications, and these Special Provisions.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.10 WITHHOLDS

Payment of withheld funds shall conform to Section 9-1.16E, "Withholds," of the Standard Specifications and these Special Provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

5-1.11 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to the Engineer, unless otherwise specifically noted.

5-1.12 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The third through seventh paragraph of Section 2-1.06B, "Supplemental Project Information," of the Standard Specifications is amended to read:

Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these Special Provisions regarding physical conditions at the site which may differ from those indicated in the Contract Documents.

5-1.13 DIFFERING SITE CONDITIONS

Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the Contract Documents or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, Contract Documents to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.14 VALUE ENGINEERING

Attention is directed to Section 4-1.07, "Value Engineering," of the Standard Specifications.

Prior to preparing a written value engineering change proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the City.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the City by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions regarding the working days.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 4-1.07, "Value Engineering," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change and estimates of the traffic volumes and congestion.

5-1.15 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

- A. Excavations – The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than one foot deep.
 3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal: vertical).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Pre-qualified and Tested Signing and Delineation Materials," of these Special Provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these Special Provisions.

Except for installing, maintaining, and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrian facilities.

Special Requirements:

The Contractor attention is directed to "Notification and Scheduling," of these Special Provisions. The Contractor shall notify the Police Department, Fire Departments, Ambulance Service, Schools, CHP, Caltrans, and the Engineer forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the "Scheduling" portion of the Standard Specifications and these Special Provisions. The Contractor shall coordinate traffic control with the Sheriff's Department with respect to any special events that may be affected by construction activities. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

5-1.16 TESTING

Testing of materials and work shall conform to the provisions in "Quality Assurance," of the Standard Specifications and these Special Provisions.

Whenever the provisions of "Quality Assurance" of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Engineer will refer to the "Quality Assurance Program" for acceptance testing requirements as appropriate for the project's size and scope. Minor quantities of materials from a known, reliable source may be accepted without testing if: a visual inspection of the material is performed, and the supplier certifies that the material complies with specification requirements.

For construction materials that have been accepted by a Certificate of Compliance, job site inspection of materials tags and delivery notices shall be performed to verify acceptability of the supplied materials. As directed by the Engineer, further acceptance sampling and testing may be performed at the locations and frequencies as given in the "Quality Assurance Program"

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

5-1.17 RESPONSIBILITY TO OTHER ENTITIES

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public or damage to property, and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications, for the protection of the State of California and all officers and employees thereof connected with the work.

5-1.18 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The project area (contract limits) shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

Residence trailers will not be allowed within the project site.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in "Cleanup," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits, or at the sites designated on the plans outside the contract limits.

The Contractor shall take all necessary precautions to protect the staging area from chemical contamination due to oil or fuel spills or any other contaminants. If contamination occurs, the site shall be decontaminated to the satisfaction of the Engineer prior to further improvement to the contaminated area or to further construction activities in general, whichever is applicable as determined by the Engineer. Methods of decontamination shall include any method deemed appropriate by the Engineer including removal and disposition of the contaminated soils in conformance with CEQA and regulatory agency requirements.

Full compensation for conforming to the provisions of this section, including furnishing all labor, materials, grading, tools, equipment and incidentals, and for doing all work associated with this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.19 SOUND CONTROL REQUIREMENTS

The noise level from the Contractor's operations, between the hours of 7:00 p.m. and 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet, unless night work is otherwise permitted by the City Engineer. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

All equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust. As directed by the Engineer, the Contractor shall implement the appropriate additional noise mitigation measures including, but not limited to, shutting off idling equipment, or additional notifications of adjacent residents than already specified in these Special Provisions.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

5-1.20 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work and shall cleanup all tracked material and debris on a daily basis.

In areas visible to the public, the following shall apply:

- A. Broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Mud, dirt, soil, and any debris resulted in trail from equipment and construction will be cleaned and cleared from the roadway and away from traffic daily.
- C. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused are to be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

5-1.21 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.05B, "Work-Character Changes," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.17D(2), "Claim Statement," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for extra work in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.22 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

The location of the project is within an area controlled by the Regional Water Quality Control Board. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373].

Attention is directed to Section 5-1.36, "Property and Facility Preservation," and Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

5-1.23 CONTRACTOR'S LICENSING LAWS

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of the following classes: C-5 - Framing and Rough Carpentry Contractor, C-8 - Concrete Contractor, C10 - Electrical Contractor, C12 - Earthwork and Paving Contractors, C13 - Fencing Contractor, C21 - Building Moving/Demolition Contractor, C27 - Landscaping Contractor, C29 - Masonry Contractor, C33 - Painting and Decorating Contractor, C36 - Plumbing Contractor, C39 - Roofing Contractor, C50 - Reinforcing Steel Contractor, C53 - Swimming Pool Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

5-1.24 ARBITRATION

Section 9-1.22, "Arbitration," of the Standard Specifications is amended in its entirety to read as follows:

Section 9-1.22, "Dispute Resolution"

9-1.22 All claims filed with the City must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) Claims of \$50,000.00 or Less

- (a) The City will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and the claimant.
- (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2) Claims Between \$50,000.01 and \$375,000.00

- (a) The City will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the City may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the City and the claimant.
- (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

3) Claims in Excess of \$375,000.00 The City shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.

4) Meet and Confer Conference

- (a) If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively,

and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

- (b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- 5) Contractor's Duty During Claim Resolution: The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the City Engineer during the resolution of any claims disputes.
- 6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:

I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the City of Grass Valley is liable.

By: _____
(Contractor's signature)

- 7) City Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the City may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the City from claims for payment made by the Contractor for work completed or remaining to be completed.
- 8) Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.
- 9) Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act, or omission of the City or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.
- 10) Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Nevada County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

5-1.25 NOTICE OF POTENTIAL CLAIM

Attention is directed to the requirements specified in Section 5-1.43, "Potential Claims And Dispute Resolution," of the Standard Specifications.

5-1.26 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the City will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail. The claim position letter will delineate

the City's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the City not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the City claim position letter, the City Engineer or a board of review appointed by the City Engineer shall review claims that remain in dispute and may meet with the Contractor within 45 days after receipt by the City of the notification of disagreement. Attendance by the Contractor at the City meeting concerning the notification of disagreement shall be mandatory.

If the City fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the City Engineer or a board of review appointed by the City Engineer to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the City Engineer or a board of review appointed by the City Engineer will meet with the Contractor within 45 days after the City receives the request for the meeting. Attendance by the Contractor at this review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the City's claim position letter, or to attend the City's review meeting shall constitute a failure to pursue diligently and exhaust the administrative remedies in the contract and shall be a bar to future legal proceedings by Contractor.

5-1.27 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

5-1.28 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.29 EXCAVATION SAFETY PLANS

The Contractor's attention is directed to requirements of "Earthwork," of the Special Provisions concerning Temporary Shoring Plan and Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications.

The Contractor shall submit a Temporary Shoring Safety System Plan to the Engineer in accordance with "Earthwork," of these Special Provisions. The Contractor's attention is directed to the requirements specified in Section "Earthwork," of these Special Provisions.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.30 AIR POLLUTION CONTROL

Air pollution control shall conform to the provisions of Section 14-9, "Air Quality," of the Standard Specifications and these Special Provisions.

No burning of materials to be disposed of will be permitted for this project.

Full compensation for conforming to the provisions of this section including, but not limited to, obtaining permits and performing work in accordance with any permit requirements, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.31 PERMITS

Attention is directed to the provisions in Sections 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions in this Section and to the requirements in the permit, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.32 INSURANCE

Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.

Any deductibles must be declared to, and approved by, the City.

In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

5-1.32.1 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

One Million dollars (\$1,000,000) each accident for bodily injury by accident

One Million dollars (\$1,000,000) policy limit for bodily injury by disease

One Million dollars (\$1,000,000) each employee for bodily injury by disease

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

5-1.32.2 GENERAL LIABILITY INSURANCE

Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises; operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:

➤ One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

➤ One Million dollars (\$1,000,000) Personal Injury Liability

➤ Two Million dollars (\$2,000,000) Products-Completed Operations

➤ Two Million dollars (\$2,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).

5-1.32.3 CONFORMITY OF COVERAGES

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

5-1.32.4 ADDITIONAL REQUIREMENTS

Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.

Project Reference: The Certificate of Insurance must reference the project specifically by project title

5-1.32.5 ENDORSEMENTS

Each Commercial General Liability policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled, material reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

"Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

5-1.32.6 AUTOMOBILE LIABILITY INSURANCE

CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Endorsements: The endorsements listed above for General Liability shall also apply to the Automobile Liability Policy.

5-1.33 WARRANTY

Should any failure of the work occur within a period of one year from the acceptance of the project by the Grass Valley City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense in accordance with the Special Provisions and to the satisfaction of the Engineer.

Security for this warranty shall be in the form of the Performance Bond, required elsewhere in these specifications, which shall remain in effect for a period of one (1) year after acceptance of the project by the Grass Valley City Council. The Performance Bond will not be reduced to an amount less than the bid amount of the project prior to the expiration of the one (1) year warranty period.

The City is hereby authorized to make such repairs, or to have such repairs made by others, if the Contractor fails to make such repairs, or to have such repairs made by others, if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after receiving written notice of such failure or within a time specified in the notice if different; provided, however, that in case of an emergency where, in the opinion of the Engineer, that delay would cause serious loss or damages, or a serious hazard to the public, and a reasonable attempt has been made to notify the Contractor, the repairs may be made without prior notice to the Contractor; and the Contractor's sureties shall be liable for the entire cost thereof.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS

SECTION 8-1 MISCELLANEOUS

PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Pre-qualified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Pre-qualified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Pre-qualified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Pre-qualified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Pre-qualified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Pre-qualified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

8-1.02.1 PAVEMENT MARKERS

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Apex, Model 921AR (4" x 4")
- B. Avery Dennison, Models C88 (4" x 4"), 911 (4" x 4") and 953 (2.75" x 4.5")
- C. Ray-O-Lite, Model "AA" ARS (4" x 4")
- D. 3M Series 290 (3.5" x 4")
- E. 3M Series 290 PSA, with pressure sensitive adhesive pad (3.5" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

- A. Avery Dennison, Model 948 (2.3" x 4.7")
- B. Avery Dennison, Model 944SB (2" x 4")*
- C. Ray-O-Lite, Model 2002 (2.3" x 4.6")
- D. Ray-O-Lite, Model 2004 ARS (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4 inches Round

- A. Apex Universal (Ceramic)
- B. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- C. Glowlite, Inc. (Ceramic)
- D. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- E. Interstate Sales, "Diamond Back" (Polypropylene)
- F. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
- G. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
- H. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE**Temporary Markers For Long Term Day/Night Use (6 months or less)**

- A. Vega Molded Products "Temporary Road Marker" (3" x 4")

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Bunzl Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281
- D. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL**Permanent Traffic Striping and Pavement Marking Tape**

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. Garlock Rubber Technologies, Series 2000
- D. P.B. Laminations, Aztec, Grade 102
- E. Swarco Industries, "Director-2"
- F. Trelleborg Industries, R140 Series
- G. 3M, Series 620 "CR", and Series A750
- H. 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
- I. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Asphalt Concrete Surfaces)
- J. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
- K. Trelleborg Industries, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Avery Dennison, "Hotape"
- B. Flint Trading, "Premark," "Premark 20/20 Flex," and "Premark 20/20 Flex Plus"
- C. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

- A. Highway Ceramics, Inc.

8-1.02.2 DELINEATORS AND MARKERS**CLASS 1 DELINEATORS**

One Piece Driveable Flexible Type, 66 inches

- A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
- B. Carsonite, Curve-Flex CFRM-400
- C. Carsonite, Roadmarker CRM-375
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66

Special Use Type, 66 inches

- A. Bunzl Extrusion, Model FG 560 (with 18 inches U-Channel base)
- B. Carsonite, "Survivor" (with 18 inches U-Channel base)
- C. Carsonite, Roadmarker CRM-375 (with 18 inches U-Channel base)
- D. FlexStake, Model 604
- E. GreenLine Models HWDU and CGD (with 18 inches U-Channel base)
- F. Impact Recovery Model D36, with #105 Driveable Base
- G. Safe-Hit with 8 inches pavement anchor (SH248-GP1)
- H. Safe-Hit with 15 inches soil anchor (SH248-GP2) and with 18 inches soil anchor (SH248-GP3)

Surface Mount Type, 48 inches

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM
- D. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
- E. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS**Surface Mount Type, 36 inches**

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Bunzl Extrusion, Flexi-Guide Models FG300PE and FG300UR
- C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
- I. Repo, Models 300 and 400
- J. Safe-Hit, Guide Post, Model SH236SMA
- K. Three D Traffic Works "Channelflex" ID No. 522053W

Lane Separation System

- A. Bunzl "Flexi-Guide (FG) 300 Curb System"
- B. Qwick Kurb, "Klemmfix Guide System"
- C. Recycled Technology, Inc. "Safe-Lane System"

CONICAL DELINEATORS, 42 inches

(For 28 inch Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. Traffix Devices "Grabber"
- F. Three D Traffic Works "Ringtop" TD7000, ID No. 742143

OBJECT MARKERS**Type "K", 18 inches**

- A. Bunzl, Model FG318PE
- B. Carsonite, Model SMD 615
- C. FlexStake, Model 701 KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Model SH718SMA

Type "K-4" / "Q" Object Markers, 24 inches

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Bunzl Extrusion, Model FG324PE
- C. Carsonite, Super Duck II
- D. FlexStake, Model 701KM
- E. Repo, Models 300 and 400
- F. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- G. The Line Connection, Model DP21-4Q
- H. Three D Traffic Works "Q" Marker, ID No. 531702W

BARRIER MARKERS AND TEMPORARY RAILING REFLECTORS**Impactable Type**

- A. ARTUK, "FB"
- B. Bunzl Extrusion, Models PCBM-12 and PCBM-T12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100
- E. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
- F. Three D Traffic Works "Roadguide" Model TD 9304

Non-Impactable Type

- A. ARTUK, JD Series
- B. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
- C. Vega Molded Products, Models GBM and JD
- D. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

- A. Bunzl Extrusion, "Mini" (3" x 10")
- B. Creative Building Products, "Dura-Bull, Model 11201"
- C. Duraflex Corp., "Railrider"
- D. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16 inches

(For use to the right of traffic)

- A. Bunzl Extrusion, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM (10 inches x 14 inches x 22 inches)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 3" x 12" reflective element at 48 inches above roadway)

- A. Bunzl Extrusion, PCBM S-36

GUARD RAILING DELINEATOR

(Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27 inches

- A. Bunzl Extrusion, FG 427 and FG 527
- B. Carsonite, Model 427
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. Safe-Hit, Model SH227GRD
- F. Three D Traffic Works "Guardflex" TD9100

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

8-1.02.3 SIGN MATERIALS

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. Avery Dennison T-6500 Series (For rigid substrate devices only)
- B. Avery Dennison WR-6100 Series
- C. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- D. Reflexite, PC-1000 Metalized Polycarbonate
- E. Reflexite, AC-1000 Acrylic
- F. Reflexite, AP-1000 Metalized Polyester
- G. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- H. 3M, High Intensity

Traffic Cones, 13 inches Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 4 inch x 6 inch Sleeves

- A. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
- C. 3M Series 3840
- D. Avery Dennison S-9000C

Barrels and Drums

- A. Avery Dennison WR-6100
- B. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- D. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600 series
- C. 3M Engineer Grade, Series 3170

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

- A. Avery Dennison, T-5500 and T-5500A Series
- B. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
- C. 3M Series 3870

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

- A. Avery Dennison, T-6500 Series
- B. Nippon Carbide Industries, Crystal Grade, 94000 Series
- C. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
- D. Nippon Carbide Industries, Model No. 94844 Fluorescent Yellow Green

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

- A. Avery Dennison, WU-6014
- B. Novabrite LLC, "Econobrite"
- C. Reflexite "Vinyl"

- D. Reflexite "SuperBright"
- E. Reflexite "Marathon"
- F. 3M Series RS34 Orange and RS20 Fluorescent Orange

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. 3M LDP Series 3924 Fluorescent Orange
- B. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. Avery Dennison, T-7500 Series
- B. Avery Dennison, T-7511 Fluorescent Yellow
- C. Avery Dennison, T-7513 Fluorescent Yellow Green
- D. Avery Dennison, W-7514 Fluorescent Orange
- E. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
- F. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92844 Fluorescent Yellow/Green
- G. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
- B. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
- C. 3M VIP Series 3990 Diamond Grade

SPECIALTY SIGNS

- A. Hallmark Technologies, Inc., All Sign STOP Sign (All Plastic), 30 inches
- B. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

- A. Fiber-Brite
- B. Sequentia, "Polyplate"
- C. Intoplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48 inches or less)

Aluminum Composite

- A. Alcan Composites "Dibond Material, 0.08 inch" (for temporary construction signs only)
- B. Mitsubishi Chemical America, Alpolc 350 (for temporary construction signs only)

SECTION 8-2 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these Special Provisions.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 901.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications for the concrete materials.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

- A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
- B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.02, "Materials," of the Standard Specifications and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 - 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by weight, the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
 - 2. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight, and any of the aggregates used are not listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 25 percent by weight of the total amount of cementitious material to be used in the mix.
 - 3. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight and the fine and coarse aggregates are listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
 - 4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by weight of the total amount of cementitious material to be used in the mix.
 - 5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 7 percent by weight of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. The total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in Portland cement concrete used for precast concrete girders.

The Contractor will be permitted to use Type III Portland cement for concrete used in the manufacture of precast concrete members.

SECTION 9 (BLANK)

SECTION 10 CONSTRUCTION DETAILS

SECTION 10-1 GENERAL

10-1.01 SCOPE OF WORK

The scope of work, in general, includes; demolition and removal of park facilities (buildings, swimming pool, miscellaneous improvements), clearing grubbing and tree removal, concrete and asphalt concrete removal. Improvement work includes construction of two new community pools, including pool equipment, restroom and maintenance building construction, construction of new pickleball courts and a basketball court and resurfacing of a softball field with artificial

turf. Also included is installation of concrete sidewalk, curb, and accessible ramps, retaining walls, drainage improvements, hot mix asphalt paving, pavement marking and striping. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

10-1.02 GENERAL REQUIREMENTS

The order of work shall conform to the provisions in the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the requirements of "Cooperation", "Mobilization," "Maintaining Traffic" and "Traffic Control System" of these Special Provisions, the Project Plans, and the Standard Specifications.

Except as otherwise provided or with City Engineer approval of reduced roadway widths, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 4:00 p.m. Monday through Friday and when construction operations are not actively in progress.

Weekend hours of work, which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be adequately served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

The Contractor shall provide the Engineer all required submittals within the time frame specified by the Special Provisions, the Project Plans, and/or the Standard Specifications.

The Contractor shall submit to the Engineer a progress schedule in accordance with Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. Attention is directed to the requirements of these sections for scheduling a pre-construction scheduling conference within 10 working days of the approval of the contract and submitting a baseline schedule to the Engineer within 20 days of the contract approval.

The Contractor is responsible for verifying the location of all existing underground facilities, within the project area, that may have potential to conflict with the location of proposed improvements, and other work as shown on the Plans. The City has made every effort to show locations of any and all existing surface and subsurface structures. However, actual field conditions and locations can vary considerably from the plan locations. Therefore, the City cannot, and does not, assume responsibility for the existence or location of any structure such as, but not limited to, utilities and pipelines. The contractor is responsible for contacting all agencies and/or owners to verify this information prior to and during construction of any of the proposed improvements. If any existing utilities are found in conflict with the proposed location of the improvements shown on the plans, the Contractor shall contact the Engineer. The Engineer shall provide the Contractor with new grades to eliminate such conflict or shall arrange to have the utilities relocated to avoid the conflict. The Contractor shall work with the Engineer to schedule surveyors to be onsite during pot-holing of conflicts for utility elevation verification. Any delays, which may result from failure of the Contractor to pothole potential utility conflicts, shall be at the Contractor's expense.

At the end of each working day if a difference in excess of three inches (3") exists between the elevation of the existing pavement and the elevation of excavations within six feet (6') of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way unless Type K barrier rail has been placed between the traveled way and the excavation in accordance with "Type K Temporary Railing" of the Standard Specifications and these Special Provisions. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 1:4 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed. No payment will be made for material placed in excess of that required for the structural section.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the provisions of this section, including, but not limited to, coordination with the applicable utility companies, pot-holing, excavation and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract Items of work involved and no additional compensation will be allowed.

10-1.03 REQUEST FOR INFORMATION

All Requests for Information (RFI's) from the Contractor shall be submitted in writing to the Engineer and shall be numbered sequentially as they are generated. The Engineer will have 5 working days from the date of receipt of each RFI to provide a response to the Contractor. All requests must come from the prime Contractor, the Engineer will not respond to RFI's received directly from subcontractors.

If the response provided by the Engineer is not satisfactory for the Contractor, the RFI may be re-submitted with more detailed requests noting the particular areas that have not been addressed. The Engineer will have three (3) working days to respond to the second request from the Contractor. If the second response is still not satisfactory to the Contractor, a meeting will be scheduled to resolve any outstanding items that have not been properly addressed.

A Request for Information shall only be used for obtaining information or clarification on project documents. The RFI process is not the proper media for notification of potential claims, writing letters, requesting a change order, etc... If the Contractor wishes to file a Notice of Potential Claim, it shall be filed in accordance with Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications.

10-1.04 LINES AND GRADES

Attention is directed to "Lines and Grades," of the Standard Specifications.

The Contractor shall be responsible for setting stakes or marks that the Contractor determines to be necessary to establish the lines and grades required for the completion of the work specified. The Engineer reserves the right to check, correct or require layout work to be revised in order to construct the improvements as shown on the plans and as directed by the Engineer. If any stakes or marks are destroyed or damaged, it is the Contractor's responsibility to reestablish the stakes or marks.

If the Contractor determines that conditions in the field would cause a conflict with the lines and grades shown on the plans or otherwise feels that there are errors in the lines and grades to be established he shall immediately notify the Engineer for clarification. Attention is directed to "Requests for Information" of these provisions.

The City will provide the Contractor with an AutoCAD .dwg file for surveying use, consisting of the project plans of the proposed improvements and a survey base map of the park based upon a 2020 aerial drone survey. A generated triangular irregular network surface and one foot existing contours are available in the drawing.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.05 WATER POLLUTION CONTROL

10-1.05.1 GENERAL

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications, section of these Special Provisions entitled "Relations With California Regional Water Quality Control Board," and these Special Provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at: <http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these Special Provisions.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site that are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

10-1.05.2 WATER POLLUTION CONTROL IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices. Unless otherwise directed by the Engineer, the Contractor's responsibility for "Water Pollution Control" implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Special Provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the "Water Pollution Control" practices, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.03, "Engineer's Authority," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

10-1.05.3 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in "Water Pollution Control" including, but not limited to installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices including non-storm water management, waste management and materials pollution water pollution control practices, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the various items of work requiring these activities, and no additional compensation will be allowed therefore.

10-1.05.4 CONSTRUCTION SITE MANAGEMENT

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

The Contractor shall train all employees and subcontractors regarding:

- A. Material pollution prevention and control;
- B. Waste management;
- C. Non-storm water management;
- D. Identifying and handling hazardous substances; and
- E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Non-hazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

10-1.05.4.1 SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- A. Containing the spread of the spill,
- B. Recovering the spilled material using absorption,
- C. Cleaning the contaminated area, and
- D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- A. Containing the spread of the spill;
- B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
- D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

- A. Construction personnel shall not attempt to clean up the spill until qualified staff have arrived;
- B. Notify the Engineer and follow up with a written report;
- C. Obtain the services of a spills contractor or hazardous material team immediately;
- D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
- G. Notify other agencies as appropriate, including:
 - 1. Fire Department,
 - 2. Public Works Department,
 - 3. Highway Patrol,
 - 4. City Police or County Sheriff Department,
 - 5. Department of Toxic Substances,
 - 6. California Division of Oil and Gas,
 - 7. Cal OSHA, or
 - 8. Regional Water Resources Control Board.

The contractor shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the contractor who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

10-1.05.4.2 MATERIAL MANAGEMENT

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

A. Hazardous chemicals including:

1. Acids,
2. Lime,
3. Glues,
4. Adhesives,
5. Paints,
6. Solvents, and
7. Curing compounds;

B. Soil stabilizers and binders;

C. Fertilizers;

D. Detergents;

E. Plaster;

F. Petroleum products including:

1. Fuel,
2. Oil, and
3. Grease;

G. Asphalt components and concrete components; and

H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Application of herbicides and pesticides shall be performed by a licensed applicator. The Contractor shall complete the Report of Chemical Spray forms when spraying herbicides or pesticides, and shall submit a copy to the Engineer before application.

Material Storage

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these Special Provisions, unless testing determines them to be non-hazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in "Dust Control," of the Standard Specifications.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub-base shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

10-1.05.4.3 WASTE MANAGEMENT

Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The contractor shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,

- F. Pipe,
- G. Electrical cuttings,
- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

- A. Petroleum products,
- B. Asphalt products,
- C. Concrete curing compound,
- D. Pesticides,
- E. Acids,
- F. Paints,
- G. Stains,
- H. Solvents,
- I. Wood preservatives,
- J. Roofing tar, and
- K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these Special Provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The CONTRACTOR shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the California Department of Public Health (CDPH) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from non-hazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these Special Provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste

manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by CDPH. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- A. Berms,
- B. Cofferdams,
- C. Grout curtains,
- D. Freeze walls, or
- E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the CDPH. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

Concrete Waste

The Contractor shall implement practices to prevent the discharge of Portland cement concrete or asphalt concrete waste into storm drain systems or watercourses.

Portland cement concrete or asphalt concrete waste shall be collected at the following locations and disposed of:

- A. Where concrete material, including grout, is used;
- B. Where concrete dust and debris result from demolition;
- C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of Portland cement concrete or asphalt concrete creates a residue or slurry; or
- D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

Sanitary and Septic Waste

Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The CONTRACTOR shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system and provide a copy to the Engineer. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

Liquid Waste

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

- A. Drilling slurries or fluids,
- B. Grease-free or oil-free wastewater or rinse water,
- C. Dredgings,
- D. Liquid waste running off a surface including wash or rinse water, or
- E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

- A. Sediment traps,
- B. Roll-off bins, or
- C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these Special Provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these Special Provisions.

10-1.05.4.4 NON-STORM WATER MANAGEMENT

Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected, and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather,
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these Special Provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- A. Located at least 50 feet from storm drainage systems or watercourses,
- B. Paved with asphalt concrete or Portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The CONTRACTOR shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

Material and Equipment Used Over Water

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these Special Provisions.

The CONTRACTOR shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

Paving, Sealing, Sawcutting, and Grinding Operations

The Contractor shall prevent the following material from entering storm drain systems or water courses:

- A. Cementitious material,
- B. Asphaltic material,
- C. Aggregate or screenings,
- D. Grinding or sawcutting residue,
- E. Pavement chunks, or

F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from Portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these Special Provisions if approved by the Engineer. Asphalt concrete chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.

The Contractor shall collect bituminous material from the roadway after marker removal.

Pile Driving

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 50 feet from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The CONTRACTOR shall inspect the pile driving area every day for leaks and spills.

The Contractor shall use vegetable oil instead of hydraulic fluid when practical.

Concrete Curing

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

Concrete Finishing

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

10-1.05.4.5 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the contract prices paid for the items of work that require construction site management and no additional compensation will be allowed.

10-1.05.5 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these Special Provisions, and in conformance with details shown on the plans and these Special Provisions.

Temporary concrete washout facilities shall be one of the water pollution control practices for waste management and materials pollution control. The Storm Water Pollution Prevention Plan shall include the use of temporary concrete washout facilities.

10-1.05.5.1 MATERIALS

Plastic Liner

Plastic liners shall be single ply, new polyethylene sheeting, a minimum of 10 mils thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liners shall not have seams or overlapping joints.

Gravel-filled Bags

Gravel bag fabric shall be non-woven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

Specification	Requirements
Weight per unit area, ounces per square yard, min. ASTM Designation: D 5261	8.0
Grab tensile strength (one inch grip), kilonewtons, min. ASTM Designation: D 4632*	205
Ultraviolet stability, percent tensile strength retained after 500 hours, ASTM Designation: D 4355, xenon arc lamp method	70

* or appropriate test method for specific polymer

Gravel bags shall be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width.

Yarn used for binding gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be between 3/8 inch and 3/4 inch in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials.

The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 30 pounds and 50 pounds in weight.

Straw Bales

Straw for straw bales shall conform to the provisions in Section 13-10.02H, "Straw Bales," of the Standard Specifications.

Straw bales shall be a minimum of 14 inches in width, 18 inches in height, 36 inches in length and shall have a minimum weight of 50 pounds. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Baling wire shall be a minimum of 16 gage in diameter. Nylon or polypropylene string shall be approximately 0.08-inch in diameter with 80 pounds of breaking strength.

Stakes

Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots or other defects which would render them unfit for the purpose intended. Wood stakes shall be a minimum 2" x 2" in size. Metal stakes may be used as an alternative, and shall be a minimum of 0.5-inch in diameter. Stakes shall be a minimum of 4 feet in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for the Engineer's approval prior to installation.

Staples

Staples shall be as shown on the plans. An alternative attachment device such as geotextile pins or plastic pegs may be used instead of staples. The Contractor shall submit a sample of the alternative attachment device for the Engineer's approval prior to installation.

Signs

Wood posts for signs shall conform to the provisions in "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in "Sign Panel Fastening and Mounting Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

10-1.05.5.2 INSTALLATION

Temporary concrete washout facilities shall be as follows:

- A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 50 feet from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.
- B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in "Construction," and "Sign Panel Installation," of the Standard Specifications.
- C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
- D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain liquid and concrete waste generated by washout operations for concrete wastes. These facilities shall be constructed to contain liquid and concrete waste without seepage, spills, or overflow.
- E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
- F. A plastic liner shall be installed in below grade temporary concrete washout facilities.

Details for an alternative temporary concrete washout facility shall be submitted to the Engineer for approval at least 7 days prior to installation.

Temporary concrete washout facilities shall be disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15, "Existing Facilities," of the Standard Specifications.

10-1.05.5.3 MAINTENANCE

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 12 inches. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. The plastic liner shall be

replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

Temporary concrete washout facilities shall be repaired or replaced on the same day the damage occurs. Damage to temporary concrete washout facilities resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

10-1.05.5.4 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing a temporary concrete washout facility, complete in place, including excavation and backfill, maintenance, and removal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the various items of work requiring concrete and no additional compensation will be allowed.

10-1.06 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36 "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

Existing utilities and facilities shall be preserved and protected from damage by the Contractor. An effort has been made to show existing surface and underground structures on the plans, however not all infrastructure may be shown, and infrastructure locations may be in different locations from those described. The Contractor is responsible for contacting all agencies and utility owners to verify the location of underground infrastructure prior to and during construction.

The Contractor shall be responsible to repair, restore, replace and stabilize, as closely as possible to existing condition any facilities, landscaping, or any other improvements, that are disturbed as a result of accessing or repairing the sewer lines or performing work associated with this contract.

Before starting any work that could damage or interfere with underground infrastructure, the Contractor shall pothole and locate existing infrastructure, including laterals and appurtenances, and shall determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters and junction boxes. Existing infrastructure damaged due to negligence of the Contractor shall be completely repaired at the Contractor's expense and in coordination with the effected utility owner.

The Contractor shall accurately tie off and record the location of all utility covers, cleanouts, pull boxes and manholes to be lowered or temporarily overlaid prior to raising to grade. A copy of said record shall be provided to the Engineer prior to resurfacing the street.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these Special Provisions and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 24 inch box and the minimum size of shrub replacement shall be No. 15 container {15-gallon}. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. Replacement of Carpobrotus ground cover plants shall be from cuttings and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in "Replacement Plants," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-7, "Highway Planting," of the Standard Specifications.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Survey monuments and markers shown on the plans or encountered within the project limits shall be protected from damage by the Contractor. The Contractor shall notify the Engineer of monuments encountered and shall not remove or disturb said monument until the monument can be cross-referenced and tied out by a licensed surveyor. The Contractor shall allow a minimum of one working day for such referencing to be accomplished. When notified by the Engineer that the ties have been completed, the monument or marker can then be removed. The Contractor is not responsible for the replacement of any monument or marker of which the removal is necessitated by the work performed and which has been referenced and tied. If through negligence or carelessness on the part of the Contractor, notification is not made as provided above, markers are removed, or disturbed which are not in direct conflict with the construction, the Contractor shall be responsible for the

cost of referencing, resurveying, and replacement of the monument or marker. Such sums for the replacement shall be deducted from the final contract payment.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.07 COOPERATION

Attention is directed to Section 5-1.09, "Partnering," and Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and these Special Provisions. Attention is also directed to "General Requirements" of these Special Provisions.

Following is a list of some, but not necessarily all, of the utility companies that may have facilities in the project area:

<u>Utility Company</u>	<u>Contact Person</u>	<u>Telephone Number</u>
Pacific Gas & Electric	Lee Wells	530-477-3254
AT&T	Astrid Willard	916-484-2388
Comcast Cable	Justin Haggin	530-790-3369
City of Grass Valley – Sewer/Water/Storm Drain	Public Works Department	530-274-4350
California Department of Transportation (Caltrans)	District 3 Office	530-741-5474

The Contractor shall coordinate with Pacific Gas and Electric Company for the removal, relocation, repair, or disturbance of any gas or electric facilities caused by project work.

The Contractor shall coordinate with the AT&T for the removal, relocation, repair, or disturbance of any telecommunications facilities caused by project work.

The Contractor shall coordinate with the Comcast Cable for the removal, relocation, repair, or disturbance of any cable television facilities caused by project work.

The Contractor shall coordinate with the City of Grass Valley for the removal, relocation, repair, or disturbance of any water, sewer storm drain facilities caused by project work.

The Contractor shall coordinate with Caltrans for any traffic control, clearing grubbing or any improvement, repair, or disturbance within State right of way caused by project work.

Any utilities not listed above or damaged by the Contractor during the course of project work shall be repaired or replaced in cooperation with the affected utility company.

The Contractor shall provide sufficient notification to the affected utility company to allow time for scheduling and completion of the required work. Any delays resulting from the Contractor's failure to properly notify or schedule utility company work shall be at the Contractor's expense.

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.08 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. The Contractor shall notify the Engineer on a daily basis of the areas of work scheduled for the following day.

The Contractor shall submit to the Engineer a practicable "Critical Path Method" progress schedule within 10 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time.

The progress schedule shall follow the general order of work detailed in "General Requirements," of these Special Provisions, and shall meet the milestones listed in "Beginning of Work, Time of Completion, and Liquidated Damages," of these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.09 OBSTRUCTIONS

Attention is directed to Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and of these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas in pipelines underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths, water mains, gravity sanitary sewer lines, and telephone conduits.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work

close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	1-800-227-2600

The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. Where potential conflict exists, the Contractor shall pothole existing utilities to determine their elevation. Call "Underground Service Alert" at 800-227-2600 forty-eight (48) hours before any excavation is started.

Full compensation for conforming to the provisions of this section, including exposing existing utilities, and any potholing, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.10 DUST CONTROL

Dust control shall conform to the provisions in "Dust Control," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.11 MOBILIZATION

Mobilization shall conform to the provisions in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in "Mobilization," including but not limited to the movement of personnel, equipment, supplies and incidentals to the project site shall be included in the contract lump sum price paid for "Mobilization," and no additional compensation will be allowed.

10-1.12 TRAFFIC CONTROL SYSTEM

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications, the provisions in "Maintaining Traffic," "Closure Requirements and Conditions," and "Construction Area Signs," of these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Any existing traffic stripes, pavement marking and pavement markers that are obliterated or removed by the Contractor or as directed by the Engineer shall be reinstalled by the Contractor before the completion of this project. Any conflicting markings shall be completely removed as identifiable pavement markings under daylight or at night, wet or dry conditions.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures.

STATIONARY TYPE LANE CLOSURE: When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain, and remove components of a traffic control system on multi lane highways shall be equipped with a Type II flashing arrow sign and radios which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining, and removing of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

When flaggers are required, they shall have radios and be in contact with personnel in the work area.

One-way traffic shall be controlled through the project in conformance with the Caltrans Standard Plan T-13, "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these Special Provisions.

MOVING LANE CLOSURE: Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 7 feet above the ground, but should be as high as practicable.

Flashing arrow signs shall be in the caution display mode when used on 2-lane, 2-way highways.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, telephone (312) 467-6750
 - 1. Distributor (northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
 - 2. Distributor (southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, telephone (800) 222-8274
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, telephone (925) 551-4900
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, telephone (800) 654-8182

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum ½ inch high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in ½ inch high letters which states, "The bottom of this TMA shall be _____ inches ± _____ inch above the ground at all points for proper impact performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

Contractor shall submit a traffic control plan to the Engineer for acceptance prior to beginning any construction activities. All such plans shall conform to Section 12, "Temporary Traffic Control," of the Standard Specifications, the Manual of Traffic Control, and these Special Provisions.

Traffic control system required by work, which is classed as extra work, as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, will be paid for as a part of the extra work.

Full compensation for furnishing all labor (including flagging costs), materials (including signs, markings, and markers), tools, equipment, and incidentals and for doing all work involved in "Traffic Control System," including, but not limited to, placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the accepted Traffic Control Plan, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the Contract lump sum price paid for "Traffic Control System," and no additional compensation will be allowed.

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions. Payments for the contract item "Traffic Control System" will be made on the basis of the percent of work done on all items of work excluding the item for "Traffic Control System."

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

10-1.12.1 TRAFFIC CONTROL PLAN

The Traffic Control Plan for controlling the traffic and parking, including shoulder closures, detours and lane closures on City roadways, applicable bikeways, pedestrian facilities, and State Highways in conjunction with the work shall be submitted by the Contractor. The Traffic Control Plan shall be consistent with all specific site conditions and work conditions for this project.

Contractor shall submit three (3) copies of a proposed Traffic Control Plan to the City Engineer for review and comments no later than five (5) working days after the pre-construction conference. Construction shall not begin until the traffic control plan has been reviewed and accepted by the City Engineer. The contractor shall allow five (5) working days for review by the City. If revisions are required, as determined by the City Engineer, the Contractor shall revise and resubmit the Traffic Control Plan within five (5) calendar days of receipt of comments and shall allow five (5) working days for review of the revised traffic control plans. Upon acceptance of the Traffic Control Plan by the City Engineer, three (3) additional copies of the traffic control plan, incorporating all the required changes, shall be submitted to the City Engineer. Failure to submit an acceptable traffic control plan shall not in any way delay the start of the contract working days. The Traffic Control Plan shall be prepared and stamped by a Civil Engineer or Traffic Engineer licensed to practice engineering in the State of California. If the Contractor makes significant changes to the accepted Traffic Control Plan, these changes must also be prepared and stamped by a licensed Civil Engineer or Traffic Engineer.

The Traffic Control Plan shall conform to the Plans, Standard Specifications, the California MUTCD dated September 26, 2006, Section 12, "Temporary Traffic Control," of the Standard Specifications, and these Special Provisions.

The Traffic Control Plan shall be accepted by the Engineer prior to the start of construction. The Contractor shall not proceed with any construction until proper traffic control has been provided to the satisfaction of the Engineer. Failure to comply with any specification herein or with direction from the Engineer may result in work stopped until compliance is restored.

Any lost days due to improper traffic control will be charged against the Contractor's allowable working days.

The Contractor's Traffic Control Plan shall include and detail pedestrian access facilities through the construction areas within the Project right of way in accordance with Section 12-4, "Maintaining Traffic" of the Standard Specifications, for review and acceptance by the Engineer.

The Traffic Control Plan shall include preparation of a plan for the work to be performed within the project limits including, but not limited to, all flagging, signs, portable message signs, barricades, temporary striping, cones, pedestrian access facilities and other incidentals associated with, but not limited to, the widening of the roadway, installation of signal poles and conduits and reconstruction of sidewalks.

Acceptance by the City Engineer of the submitted traffic control plan shall in no way relieve the Contractor of his responsibility for any and all safety requirements conforming to the Standard Specifications, these Special Provisions or others of any public authority having jurisdiction for the safety of persons and property, or to protect them from damage, injury or loss.

Full compensation for conforming to the provisions of this section shall be considered as included in the Contract lump sum price paid for "Traffic Control System," and no additional compensation will be allowed.

10-1.13 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone.

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>.

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at: http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm.

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various Contract items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed.

10-1.14 CONSTRUCTION AREA SIGNS

Construction Area Signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	(800) 642-2444 (800) 227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with Portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these Special Provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The reflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Construction Area Signs shown on the Contractor's accepted Traffic Control Plan, or as directed by the Engineer, shall be included in the Contract price paid for, "Traffic Control System," and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs.

10-1.15 TEMPORARY OBJECT MARKERS

Object markers shall be stationary mounted on wood or metal posts in conformance with the details shown on the plans and the provisions in "Markings," of the Standard Specifications.

Marker panels for Type P object markers shall conform to the provisions for sign panels for stationary mounted signs.

Full compensation for furnishing, placing, maintaining, and removing temporary object markers, including but not limited to for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Temporary Object Markers, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as required per the Contractor's accepted Traffic Control Plan, and as directed by the Engineer shall be considered as included in the Contract prices paid for the various items of work and no separate payment will be made.

10-1.16 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety."

Lane closures shall conform to the provisions in "Closure Requirements and Conditions," and "Traffic Control System" of these Special Provisions.

The full width of the travel way shall remain open for public use at all times unless otherwise specified in these Special Provisions or approved by the City Engineer.

Construction activity requiring lane closures shall conform to the following restrictions;

- **The travel way of primary residential streets may be reduced to one 11 foot lane of traffic with two way stop control between the hours of 7:00am to 7:00pm, as necessary and subject to the approval of the Engineer.**
- **The travel way of minor residential streets may be closed to through traffic between the hours of 7:00am to 7:00pm, as necessary and subject to the approval of the Engineer.**
- **The travel way of park access roads may be reduced to one 10 foot lane of traffic between the hours of 7:00am to 7:00pm, as necessary and subject to the approval of the Engineer.**

Five days advance notice shall be given to all residents, businesses and local authorities prior to beginning work involving full street closures and/or closures to one lane. The Contractor shall accommodate any special needs that arise that may require ingress and egress to a property.

The Contractor may request day and/or weekend hours of work, which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

The Contractor shall provide access to parking lots, driveways, residences and businesses at all times unless otherwise specified in these Special Provisions or approved by the City Engineer. Access to parking lots, driveways, and businesses within the project area shall be detailed in the Contractor's Traffic Control Plan for review and acceptance by the Engineer. Five days advance notice shall be given to all residents, businesses and local authorities prior to beginning work involving temporary closures to driveways or parking lots.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 7 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer and/or as required as part of the Contractor's accepted Traffic Control Plan. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane. The lane closure provisions of this section shall not apply if the work area is protected by a temporary railing or barrier.

Pedestrian and bicycle access facilities shall be provided through construction areas within the right of way, unless otherwise approved by the Engineer, and included in the Contractor's Traffic Control Plan for review and acceptance by the Engineer.

Full compensation for all flagging costs required for contract items and work within the Project Limits shall be included in the contract price paid for "Traffic Control System" and no additional compensation will be allowed.

Full compensation for furnishing all signs, pedestrian and bicycle access facilities, posting signs, detours, lane closures, materials, tools, equipment, and incidentals and for doing all work involved in "Maintaining Traffic" complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer will be included in the Contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed.

10-1.17 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of the Standard Specifications and these Special Provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

10-1.17.1 CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall submit the Closure Schedule request in a form acceptable to the City for approval. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

10-1.17.2 CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

10-1.17.3 LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

For each 30-minute interval, or fraction thereof past the time specified to reopen the closure, the City will deduct \$200 per interval from moneys due or that may become due the Contractor under the Contract.

10-1.17.4 PAYMENT

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, time or payment adjustments shall be determined in conformance with the provisions in Section 8-1.07 "Delays" of the Standard Specifications:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these Special Provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a delay and time or payment adjustments shall be determined in conformance with the provisions in Section 8-1.07 "Delays" of the Standard Specifications.

Full compensation for conforming to the provisions of this section shall be considered as included in the Contract lump sum price paid for "Traffic Control System," and no additional compensation will be allowed.

10-1.18 FLAGGING COSTS

The first paragraph of Section 12-1.03, "Construction," of the Standard Specifications is amended in its entirety to read as follows:

Full compensation for furnishing all flaggers, including transporting flaggers, and providing stands, towers, or lights for use of flaggers to provide for passage of public traffic through the work under the provisions in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications shall be considered as included in the Contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed.

10-1.19 PARK DEMOLITION AND REMOVAL

This work shall consist of removing existing facilities and structures which interfere with construction in the specified work area as shown on the plans and as specified in these Special Provisions. Attention is directed to Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

10-1.19.1 REMOVE ASPHALT CONCRETE

Existing asphalt concrete surfacing, and underlying base material shall be removed as needed, as shown on the plans and in conformance with these Special Provisions.

Attention is directed to the provisions in "Park Demolition and Removal," and "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

That portion of the asphalt concrete area to be removed abutting asphalt concrete to remain in place shall be cut on neat lines with a power-driven saw before removing the surfacing, unless approved by the Engineer.

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted as deemed necessary by the Engineer.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

The exact limits of asphalt concrete surfacing to be removed and replaced, as shown on the plans, will be determined by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing asphalt concrete, including, but not limited to, sawcutting, disposal, excavation and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for "Park Demolition and Removal" and no additional compensation will be allowed.

10-1.19.2 REMOVE CONCRETE

Existing concrete, shown on the plans to be removed shall be completely removed and disposed of in accordance with "Removing Concrete" of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in "Clearing and Grubbing," and "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Adjacent facilities damaged during concrete removal shall be repaired to a condition satisfactory to the Engineer or shall be removed and replaced if ordered by the Engineer. Repairing or removing and replacing damaged facilities shall be at the Contractor's expense and no additional compensation will be allowed. Attention is directed to hand stacked granite walls that may abut portions of the concrete to be removed. Care shall be taken in sawcutting and working next these walls and any damage to the walls shall be repaired at the Contractor's expense.

Where concrete adjacent to stone retaining walls is to be removed, the concrete must be saw cut 6 inches from the wall or the base of the curb perpendicular to the street. The concrete can then be removed using hand tools in order to eliminate the potential for damage to the stone retaining walls.

Concrete shall be completely removed and disposed of outside the highway right of way.

Depressions left after concrete removal shall be immediately backfilled with sand cement slurry or Class 2 Aggregate Base and compacted sufficiently to obtain an unyielding surface.

Removal of concrete shall include removal of sidewalks, curbs, gutters, driveways and miscellaneous concrete curbs as shown on the plans to be removed.

Reinforcing or other steel may be encountered in portions of the concrete. No additional compensation will be allowed for the removal of concrete containing reinforcing or steel.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, sawcutting, disposal, excavation and backfill as shown on the plans, as specified the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for "Park Demolition and Removal" and no additional compensation will be allowed.

10-1.19.3 REMOVE STRUCTURE

Existing structures, shown on the plans to be removed shall be completely removed and disposed of including all structural members, non-structural members, architectural components and any utilities present.

Adjacent facilities damaged during structure removal shall be repaired to a condition satisfactory to the Engineer or shall be removed and replaced if ordered by the Engineer. Repairing or removing and replacing damaged facilities shall be at the Contractor's expense and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, removal and disposal of existing structures, as shown on the plans, as specified the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for "Park Demolition and Removal" and no additional compensation will be allowed.

10-1.19.4 REMOVE POST

Existing posts shown on the plans and corresponding overhead powerlines to be removed shall be completely removed and disposed of outside the highway right of way in accordance with the provisions of the Standard Specifications, the project plans and these Special Provisions. Removal of posts shall include complete removal of the concrete footings. Depressions left after concrete removal shall be backfilled with sand cement slurry or Class 2 Aggregate Base and compacted sufficiently to obtain an unyielding surface.

The Contractor's attention is directed to the requirements of "PGE Electrical Coordination", of these Special Provisions for payment details regarding correspondence with PGE regarding the removal of overhead lines.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in post removal, including, but not limited to removal, excavation, hauling and disposal, and backfilling, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as

directed by the Engineer, shall be included in the contract lump sum paid for “Park Demolition and Removal” and no additional compensation will be allowed.

10-1.19.5 RELOCATE DRAINAGE INLET

This work includes removing and installing existing storm drainage inlets in a new location as shown on the plans including reconnecting adjacent drainage pipe and replacing concrete collars of the drainage inlet as necessary, and shall conform to the provisions of the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, including pipe, tools, equipment, and incidentals, and for doing all the work involved in the relocation of drainage inlets, including, but not limited to excavation, backfill, compaction, and installation, shall be included in the contract unit price paid per for “Park Demolition and Removal” and no additional compensation will be allowed.

10-1.19.6 REMOVE SIGN

Existing signs, posts and sign hardware, shown on the plans to be removed shall be removed and disposed of in accordance with the requirements of the Standard Specifications and these Special Provisions.

Concrete footings for signs, and sign posts deemed unusable by the Engineer, shall be removed and disposed of outside the highway right of way in accordance with the provisions of the Standard Specifications, the project plans and these Special Provisions.

Signs, sign hardware and salvageable posts shall be delivered to the City’s corporation yard at 556 Freeman Lane.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in sign removal, including, but not limited to removal, excavation, hauling and disposal, and backfilling, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for “Park Demolition and Removal” and no additional compensation will be allowed.

10-1.19.7 REMOVE AND SALVAGE SIGN

Existing signs, posts, sign hardware, and decorative artifacts shown on the plans to be removed shall be carefully removed and salvaged in accordance with the requirements of the Standard Specifications and these Special Provisions.

Concrete footings for signs, and sign posts deemed unusable by the Engineer, shall be removed and disposed of outside the highway right of way in accordance with the provisions of the Standard Specifications, the project plans and these Special Provisions.

Signs, sign hardware and salvageable posts shall be delivered to the City’s corporation yard at 556 Freeman Lane.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in sign removal, including, but not limited to removal, salvaging, excavation, hauling and disposal, and backfilling, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for “Park Demolition and Removal” and no additional compensation will be allowed.

10-1.19.8 REMOVE FENCE

Existing fence shown on the plans to be removed shall be removed and disposed of in accordance with the requirements of the Standard Specifications and these Special Provisions.

Concrete footings, posts, fabric and appurtenances shall be removed and disposed of outside the highway right of way in accordance with the provisions of the Standard Specifications, the project plans and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removal, including, but not limited to removal, excavation, hauling and disposal, and backfilling, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for “Park Demolition and Removal” and no additional compensation will be allowed.

10-1.19.9 REMOVE AND/OR SALVAGE MISCELLANEOUS ITEMS

Miscellaneous items shown on the plans to be removed or salvaged, including, but not limited to valve boxes, irrigation systems, sprinklers, posts and signs will be completely removed and disposed of or salvaged for re-use as directed by the Engineer. No separate payment shall be made for the miscellaneous items to be removed unless

specified and listed in the Bid Schedule. Such items shall be included in the contract lump sum price paid for "Park Demolition and Removal" and no additional compensation will be allowed.

10-1.19.10 CLEARING AND GRUBBING

This work shall consist of clearing, grubbing and removing existing vegetation, gravel, dirt, sod and other objectionable material, as necessary to prepare the work area for further excavation, grading or resurfacing.

Clearing and grubbing work shall conform to the provisions in "Clearing and Grubbing," of the Standard Specifications and these Special Provisions. Clearing and grubbing shall be performed only within the excavation limits and embankment slope lines. Existing vegetation, outside the areas to be cleared and grubbed, shall be protected from the Contractor's operations unless specifically shown on the plans to be removed.

Attention is directed to "Existing Facilities" and "Tree Removal" of these Special Provisions regarding removal of existing surfacing, obstructions, objects and Trees.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in "Cleanup," of the Standard Specifications.

This work shall consist of removing objectionable material, including existing miscellaneous concrete and asphalt areas, gravel, dirt, sod and planter materials, from within the limits of the project as specified. The limits of clearing and grubbing shall be of sufficient area and depth to complete the work as shown on the plans or described in these Special Provisions, and may include excavation and grading as necessary to complete the work.

Work shall also include removal and disposal of existing weeds, brush and other unsuitable material within and along the edge of pavement, and trimming of trees as needed for operation of equipment. Contractor shall allow seven (7) days after spray of weeds within or at edges of pavement to ensure successful eradication prior to chip, scrub and/or cape scrub seal operations. If unsuccessful, Contractor shall respray.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and removal, including, but not limited to, cutting, uprooting, sawcutting, excavation, disposal and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for "Park Demolition and Removal" and no additional compensation will be allowed.

10-1.20 TREE REMOVAL

Existing trees shown on the plans to be removed shall be completely removed and disposed of outside the highway right of way. Attention is directed to the provisions in "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

Tree trunks, stumps and roots shall be removed by sawing, grinding and excavating as necessary to completely remove all objectionable vegetative material to a minimum depth of 18" below the top of the finished surfacing.

Branches and suitable brush material may be reduced to chips with a maximum thickness of ½ inch and evenly spread in landscape areas at park locations as directed by the Engineer.

Existing trees shown on the plans to be pruned shall be removed of limbs and branches to a height of fifteen feet above finish grade or as appropriate and approved or directed by the Engineer

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in tree removal, including, but not limited to, pruning cutting, sawing, uprooting, grinding, chipping, excavation, disposal and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract unit price paid for "Tree Removal" and no additional compensation will be allowed.

10-1.21 WATERING

Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.22 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in "Contractor-Property Owner Agreement," of the Standard Specifications.

The Contractor's attention is directed to "Surplus Material," and "Deficiency Material," of the Standard Specifications.

Where a portion of the existing pavement surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.25-foot before removing the surfacing. If sawcut pavement

is damaged before paving, it is the Contractor's responsibility, at his expense, to re-cut and remove any damaged portion before paving. Full compensation for cutting the existing surfacing shall be considered as included in the various contract items of work involved and no additional compensation will be allowed.

Graded areas shall be watered and compacted in accordance with the Standard Specifications, City Improvement Standards and as directed by the Engineer. Subbase sections for sidewalk, curb ramps, curb and gutter, driveways, roadway shoulders and asphalt concrete pavement shall be compacted to 95% relative compaction to a minimum depth of six inches.

10-1.22.1 ROADWAY EXCAVATION

Roadway excavation shall conform to the provisions in Section 19-2, "Roadway Excavation," of the Standard Specifications and shall include all work associated with grading for the roadway improvements, grading for sidewalk, curb, gutter and curb ramps, grading earth ditches, and the grading to provide smooth transitions for conform areas.

In addition to the provisions of the Standard Specifications, roadway excavation shall include excavation, grading, and embankment construction necessary to construct roadway widening and sidewalk subgrades, vegetated swales, and slopes, in accordance with the requirements of Section 19, "Earthwork," of the Standard Specifications and these Special Provisions..

Relative compaction of subgrade shall conform to all the provisions in Section 19-5 "Compaction" of the Standard Specifications. Payment for compaction of earthwork shall be considered as included in the various items of work requiring compaction and no additional compensation will be allowed.

If the Contractor elects to excavate and replace subgrade/base material to facilitate compaction, full compensation for that work will be considered as included in the contract item of work requiring the compaction of earthwork and no separate payment will be made.

Removed materials shall be properly disposed of outside the highway right of way unless otherwise designated on the plans or approved by the Engineer.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, excavation, stockpiling, loading, transporting, compacting, disposal, and all grading as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.22.2 TEMPORARY SHORING

Temporary shoring will be necessary for any work required where the required excavation/trenching exceeds 5 feet in depth. If excavation/trenching exceeds 5 feet in depth, the Contractor shall be responsible for the design, installation, and maintenance of the temporary shoring system. The temporary shoring system shall be prepared and signed by an engineer who is registered as a Civil Engineer with the State of California.

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications, and "Excavation Safety Plans," of these Special Provisions.

All bracing and shoring shall comply with rules, orders and regulations of the California Division of Industrial Safety (D.I.S.). Trenching less than 5 feet in depth will require the Contractor to secure the appropriate D.I.S. permit and evidence of said permit shall be provided to the Engineer upon request.

The Contractor shall submit three (3) copies of the proposed temporary shoring system plan to the engineer a minimum of five (5) working days prior to the pre-construction conference. If excavation/trenching exceeds 5 feet in depth, the contractor shall not start construction of items of work requiring shoring before the temporary shoring plan has been reviewed and accepted by the Engineer.

The Contractor shall allow five (5) working days for the Engineer's review. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the temporary shoring system plan within five (5) calendar days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. Upon acceptance of the temporary shoring system plan by the Engineer, three (3) additional copies of the temporary shoring system plan, incorporating all the required changes, shall be submitted to the Engineer. Failure to submit an acceptable temporary shoring system plan shall not in any way delay the start of the contract working days. If the Contractor makes significant changes to the accepted temporary shoring system plan, these changes must also be prepared and stamped by a licensed Civil Engineer.

Full compensation for temporary shoring, temporary shoring plans, for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in "Temporary Shoring," complete in place, as shown on the Contractor's accepted temporary shoring system, as shown on the plans, as specified in these Special Provisions

and as directed by the Engineer shall be considered as included in the various contract items of work requiring the excavation or trenching exceeding 5 feet and no additional compensation will be allowed.

10-1.23 UTILITY TRENCH BEDDING AND BACKFILL

Attention is directed to “Earthwork,” and “Aggregate Bases” of the Standard Specifications and these Special Provisions for requirements regarding utility line bedding and trench backfill.

Bedding material for water, sewer, storm drain, and electrical facilities shall be sand in conformance with “Sand Beddings” of the Standard Specifications and shall be installed in accordance with the plans and City Improvement Standards.

Trench backfill shall be aggregate base installed in accordance with the requirements of “Compaction” of the Standard Specifications and the plans and City Improvement Standards, unless the use of native fill is approved by the Engineer. Attention is directed to “Aggregate Base” for payment details of backfill material.

A sand cement slurry backfill may be permitted for trench backfill in certain areas as requested by the Contractor and as approved by the Engineer.

All backfill shall be compacted to a minimum 95% of relative compaction, unless otherwise specified by the Engineer. Sufficient effort shall be extended by the contractor to meet relative compaction levels as specified on the plans and these Special Provisions. The City may choose to perform geo-technical nuclear gage compaction testing to confirm acceptability of work, or may choose to evaluate using a means and methods approach. One follow up test after a failed result may be performed at the City’s expense if sufficient effort was expended by the Contractor to reasonably expect a passing result. The Contractor will become responsible to provide confirmatory compaction testing results if repeated or added testing is required due to substandard compaction efforts.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in utility trench bedding and backfill as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the various contract items of work requiring bedding and backfill and no additional compensation will be allowed.

10-1.24 WATER DISTRIBUTION SYSTEM FACILITIES

This work includes but is not limited to: installation of new water distribution main lines and connection to existing water mains, water valves, fire hydrants, temporary bypasses, new water service lines, reconnection to existing water meters, excavation and backfill of utility trenches, and flushing, disinfecting and testing of all water systems prior to placing into service.

Domestic water system improvements and abandonments shall be in accordance with the City Improvement Standards and these Special Provisions and as shown on the plans.

Water shutoffs shall be coordinated with the Engineer and the Contractor shall provide a minimum of 48 hours advance notice to all affected residents and businesses prior to beginning work involving water shutoffs. Attention is directed to “Notification and Scheduling” of these Special Provisions for notification requirements and sample notifications forms

The City requires as few water outages for as short a time as possible and with the fewest water customers and fire hydrants out of service at any one time when converting over areas to the new water system. In no case shall any customers be out of service longer than six hours unless approved by the City Engineer.

10-1.24.1 UTILITY TRENCH BEDDING AND BACKFILL

Attention is directed to “Earthwork,” and “Aggregate Bases” of the Standard Specifications and these Special Provisions for requirements regarding utility line bedding and trench backfill.

Bedding material for water facilities shall be sand in conformance with “Sand Beddings” of the Standard Specifications and shall be installed in accordance with the plans and City Improvement Standards.

Trench backfill shall be aggregate base or slurry cement backfill at the Contractor’s discretion. Backfill shall be installed in accordance with the requirements of “Compaction” of the Standard Specifications and the plans and City Improvement Standards.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in utility trench bedding and backfill as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the various contract items of work requiring bedding and backfill and no additional compensation will be allowed.

10-1.24.2 WATER MAIN LINE

This work shall consist of placing, polyvinyl chloride (PVC) water pipe and removing existing PVC water pipe as shown on the plans and as directed by the Engineer.

The Contractor’s attention is directed to “Water Supply System” of the City Improvement Standards for required water line installation procedures, including flushing, disinfection and testing.

PVC pipe shall conform to AWWA standards for PVC pressure pipe, C-900 Class 200.

Water main pipe shall be installed at the locations and alignments shown on the plans and shall include all pipe, fittings, bends, reducers, adapters, connectors, restraints, nuts, bolts, thrust blocks and appurtenances as needed to construct a fully operational, safe and secure water distribution system.

The Contractor's attention is directed to the requirements of "Gate Valve", "Water Main Tee Assembly" and "Water Main Connection to Existing" of these Special Provisions for payment details of the respective water main line components to that will be paid for separately.

Bedding material shall be provided as shown on the plans and shall be sand or clean crushed rock as approved by the Engineer. Pipe shall be carefully placed onto a prepared and compacted bedding layer, accurately connected and adjusted before covering with bedding material to restrain and protect in place.

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill. Backfill must conform to "Aggregate Base" of these Special Provisions unless the use of native fill is approved by the Engineer and will paid for in accordance with the payment details of "Aggregate Base". All backfill shall be compacted to a minimum 95% of relative compaction, unless otherwise specified by the Engineer.

Full compensation for furnishing all labor, materials tools, equipment, and incidentals (including tracing wire, backfill marking tape, thrust blocks) and for doing all the work involved in the installation of water main line, including, but not limited to, excavating, placing and joining pipe, bedding, backfill, flushing, disinfecting and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid per linear foot for "Water Main Line (Size and Type)" and no additional compensation will be allowed.

10-1.24.3 WATER MAIN CONNECTION TO EXISTING

This work shall consist of connecting new water main lines to existing main lines by way of a Series 2000PV Mechanical Restraint Joint(s), or approved equal, as shown on the plans and as directed by the Engineer.

Connections to existing water main lines and water service lines shall comply with "Water Supply System", "Connection to Existing Facilities", and "Tying Into The City System" of the City Improvement Standards and as noted and modified as follows:

- The Contractor shall make all system taps and tie-in connections to existing main lines and service lines.
- No nighttime work will be permitted unless otherwise approved by the Engineer.
- Prior to scheduling any tie-in connections involving outages, the Contractor shall have on hand all fittings, valves, gaskets, bolts, adapters, and incidentals necessary to complete the connection.
- A minimum of 5 days prior to any scheduled shutoff, the Contractor shall submit to the Engineer a water outage schedule including the dates, times and customers affected by the outages. Once approved by the Engineer, notice shall be provided by the Contractor to all affected customers a minimum of 48 hours in advance of the outage, in accordance with "Notification and Scheduling" of these Special Provisions.
- If a portion of road is needed to be closed to accomplish the water tie-in, the road closure and notice shall be as provided in "Closure Requirements and Conditions" of these Special Provisions.

Full compensation for furnishing all labor, materials (including mechanical joints, associated fittings and thrust block concrete as needed), tools, equipment and incidentals, and for doing all the work involved, including, but not limited to, excavating, placing and connecting mechanical joint to existing and new main line pipe, bedding, thrust block construction, backfill, flushing, disinfecting and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the various contract items of work requiring the connection to existing mainlines and no additional compensation will be allowed.

10-1.24.4 WATER MAIN TEE ASSEMBLY

This work shall consist of installing a water main line tee fitting and associated components as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Water Supply System" of the City Improvement Standards for required water line installation procedures, including flushing, disinfection and testing.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, including, but not limited to, excavating, placing and connecting tee to adjoining fittings, bedding, thrust block construction, backfill, flushing, disinfecting and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract unit price paid for "Water Main Tee Assembly (Size)" and no additional compensation will be allowed.

10-1.24.5 GATE VALVE AND BOX

This work shall consist of constructing a complete gate valve assembly on water mains and fire hydrant lines, as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Water Supply System" of the City Improvement Standards for required water line installation procedures, including flushing, disinfection and testing.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of gate valve, including, but not limited to, excavating, placing and joining, backfill, blocking, concrete collar construction, valve box setting, flushing, disinfecting and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract unit price paid for "Gate Valve and Box (Size)" and no additional compensation will be allowed.

10-1.24.6 BACKFLOW PREVENTER

This work shall consist of installing a reduced pressure backflow device as shown on the plans and installing water meters as directed by the Engineer.

The Contractor's attention is directed to "Water Supply System" of the City Improvement Standards for required water line installation procedures.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation reduced pressure backflow devices shall be included in the contract unit price paid for "Backflow Preventer (Size)" and no additional compensation will be allowed.

10-1.24.7 WATER SERVICE LINE

This work shall consist of installing polyethylene (poly) water pipe, from the water main line to water meter assemblies, as well as removing and disposing of existing service lines as shown on the plans and installing water meters as directed by the Engineer.

The Contractor's attention is directed to "Water Supply System" of the City Improvement Standards for required water line installation procedures, including flushing, disinfection and testing.

Bedding material shall be provided as shown on the plans and shall be sand or clean crushed rock as approved by the Engineer. Pipe shall be carefully placed onto a prepared and compacted bedding layer, accurately connected and adjusted before covering with bedding material to restrain and protect in place.

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill. Backfill must conform to "Aggregate Base" of these Special Provisions unless the use of native fill is approved by the Engineer and will paid for in accordance with the payment details of "Aggregate Base". All backfill shall be compacted to a minimum 95% of relative compaction, unless otherwise specified by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of water service line, including, but not limited to, excavating, placing and joining pipe, bedding, backfill, flushing, disinfecting and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid per linear foot for "Water Service Line (Size)" and no additional compensation will be allowed.

10-1.24.8 FIRE HYDRANT LINE

This work shall consist of installing a fire hydrant assembly with ductile iron pipe (DIP), from the main line tee to the fire hydrant assembly as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Water Supply System" of the City Improvement Standards for required water line installation procedures, including flushing, disinfection and testing.

Bedding material shall be provided as shown on the plans and shall be sand or clean crushed rock as approved by the Engineer. Pipe shall be carefully placed onto a prepared and compacted bedding layer, accurately connected and adjusted before covering with bedding material to restrain and protect in place.

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill. Backfill must conform to "Aggregate Base" of these Special Provisions unless the use of native fill is approved by the Engineer and will paid for in accordance with the payment details of "Aggregate Base". All backfill shall be compacted to a minimum 95% of relative compaction, unless otherwise specified by the Engineer.

Full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in the installation of fire hydrant line, including, but not limited to, excavating, placing and joining pipe,

bedding, thrust block construction, backfill, flushing, disinfecting and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid per linear foot for "Fire Hydrant Line" and no additional compensation will be allowed.

10-1.24.9 WATER MAIN TAP AND SADDLE

This work shall consist of tapping the water main line and installing a saddle connection for water service lines, as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Water Supply System" of the City Improvement Standards for required water line installation procedures, including flushing, disinfection and testing.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of a saddle tap on water main lines, including, but not limited to, excavating, water main line tap and saddle installation, bedding, backfill, flushing, disinfecting and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract unit price paid for each "Water Main Tap and Saddle" and no additional compensation will be allowed.

10-1.24.10 ABANDON EXISTING WATER LINES

This work shall consist of abandoning existing water main lines, water service lines, and fire hydrant lines by removing those portions of water lines that are in conflict with proposed water lines, capping open ends of water lines to be abandoned in place, and removing boxes and corresponding equipment as shown on the plans and as directed by the Engineer.

Abandoned water lines shall be plugged with a tight fitting cap or closed by a wall of minor concrete not less than 0.5-foot thick. Minor concrete shall conform to the provisions in "Minor Concrete" of the Standard Specifications. Fire hydrant lines shall be plugged a minimum of 12" below the surrounding grade.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in abandoning existing water lines including, but not limited to, excavation, disconnection and removal as needed, plugging of open ends with concrete or capping with approved end cap and backfill, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price paid for "Abandon Existing Water Lines" and no additional compensation will be allowed.

10-1.25 LANDSCAPE IRRIGATION

Landscape irrigation includes all valves, boxes, sprinklers, emitters, bubblers, piping, joints, trenching, backfill, and all items required for the construction of irrigation for the planting areas and grass fields as shown on the plans.

All irrigation system work shall be furnished and installed using commonly accepted industry practices and shall conform to the provisions in "Irrigation Systems," of the Standard Specifications.

Sprinklers and emitters shall consist of pop up spray heads set in a pattern as determined by the contractor and subject to approval of the Engineer such that water exposure to impermeable surfaces is minimized and that grass fields are sufficiently saturated utilizing a 1' minimum to 5' maximum overlap of throw.

10-1.25.1 IRRIGATION SYSTEM WIRING

Wiring for irrigation system is to be connected to an irrigation controller to be located at the restroom. Contractor shall coordinate with the Engineer for final wiring layout. If suitable conduit or existing wiring connections points are not found in proximity to the work area, significant additional trenching work or wiring installation is not expected of the Contractor. City will assist Contractor with wiring connections to City irrigation controller.

10-1.25.2 IRRIGATION SYSTEM PLASTIC PIPE

Plastic pipe supply lines shall be polyvinyl chloride (PVC) schedule 40 pressure rated pipe. Plastic pipe supply lines shall have solvent cemented type joints. Primers shall be used on the solvent cemented type joints.

Plastic pipe supply lines (main) shall have a minimum cover of 15 inches. Plastic pipe (irrigation lines) shall be installed not less than 8 inches below the finished grade, measured to the top of the pipe.

10-1.25.3 IRRIGATION SYSTEMS FUNCTIONAL TEST

Functional tests for the irrigation controllers and associated automatic irrigation systems shall conform to the provisions in Section 20 5.027J, "Testing," of the Standard Specifications and these special provisions.

Tests shall demonstrate to the Engineer, through one complete cycle of the irrigation controllers in the automatic mode, that the associated automatic components of the irrigation systems operate properly. If automatic components of the irrigation systems fail a functional test, these components shall be repaired at the Contractor's expense and the testing repeated until satisfactory operation is obtained.

10-1.25.4 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved Landscape Irrigation, including removal and replacement of irrigation systems as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract lump sum price paid for "Landscape Irrigation" and no additional compensation will be allowed.

10-1.26 AREA DRAIN INLET

This work includes constructing and installing a new drainage inlet, complete in place with inlet grate as shown on the plans, and shall conform to the provisions of the Standard Specifications and these Special Provisions.

The drainage inlet grate shall be ductile iron conforming to the improvement plans, provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications and these Special Provisions.

The drainage inlet shall be custom fabricated to the dimensions shown on the plans or as directed by the Engineer. The drainage inlet shall be a 8" PVC basin with water tight connections (Nyloplast 2808AG or approved equal). Height shall be as needed for the invert of the proposed drainage pipes.

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill. Backfill must conform to "Aggregate Base" of these Special Provisions unless the use of native fill is approved by the Engineer. All backfill shall be compacted to a minimum 95% of relative compaction, unless otherwise specified by the Engineer.

Surplus excavated material shall become the property of the Contractor and shall be removed and disposed of outside of the highway right of way in accordance with the provisions in Section 7-1.13, "Disposal Of Material Outside The Highway Right Of Way," of the Standard Specifications and in accordance with these Special Provisions.

Full compensation for furnishing all labor, materials, including pipe, tools, equipment, and incidentals, and for doing all the work involved in the installation of drainage inlets, including, but not limited to excavation, disposal, backfill, compaction, forming, reinforcement, construction, finishing and installation of frames, grates and collars as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract unit price paid for each "Area Drain Inlet" and no additional compensation will be allowed.

10-1.27 DRAINAGE INLET

This work includes constructing and installing a new drainage inlet, complete in place with inlet grate as shown on the plans, and shall conform to the provisions of the Standard Specifications and these Special Provisions.

The drainage inlet grate shall conform to the improvement plans, provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications and these Special Provisions. The drainage inlet grate shall be bicycle safe type 18-9X conforming to the specifications of the Standard Plans, or as approved by the Engineer.

The drainage inlet shall be constructed of Portland cement concrete conforming to the provisions in Section 90 "Portland Cement Concrete" of the Standard Specification and these Special Provisions.

The drainage inlet shall be constructed to the dimensions shown on the plans or as directed by the Engineer. The drainage inlet shall be a type G5 inlet conforming to the specifications of the Standard Plans. Height shall be as needed for the invert of the existing drainage culvert.

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill.

Surplus excavated material shall become the property of the Contractor and shall be removed and disposed of outside of the highway right of way in conformance with the provisions in "Surplus Material," of the Standard Specifications.

Full compensation for furnishing all labor, materials, including pipe, tools, equipment, and incidentals, and for doing all the work involved in the installation of drainage inlets, including, but not limited to excavation, disposal, backfill, compaction, forming, reinforcement, construction, finishing and installation of frames, grates and collars as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract unit price paid for each "Drainage Inlet" and no additional compensation will be allowed.

10-1.28 DRAINAGE PIPE

Drainage pipe shall be either high density polyethylene pipe (HDPE) or poly vinyl chloride (PVC) pipe as shown on the plans or as directed by the Engineer.

Drainage pipe shall be furnished and installed in conformance with the provisions of Section 64 "Plastic Pipe" of the Standard Specifications and these Special Provisions.

HDPE and PVC pipe shall be circular, with smooth interior walls and a diameter as shown on the plans. HDPE pipe shall be Type S with corrugated exterior walls.

Bedding material shall be provided as shown on the plans and shall be sand or clean crushed rock as approved by the Engineer. Drainage pipe shall be carefully placed onto a prepared and compacted bedding layer, accurately connected and adjusted before covering with bedding material to restrain and protect in place.

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill. Backfill must conform to "Aggregate Base" of these Special Provisions unless the use of native fill is approved by the Engineer and will paid for in accordance with the payment details of "Aggregate Base". All backfill shall be compacted to a minimum 95% of relative compaction, unless otherwise specified by the Engineer.

PVC pipe to be imbedded in concrete shall be wrapped with a flexible polyethylene foam pipe wrap tape with a minimum thickness of 3/32".

Full compensation for furnishing all labor, materials (including pipe and bedding material), tools, equipment, and incidentals, and for doing all the work involved in the installation of drainage pipe, including, but not limited to excavating, placing, joining, backfilling, and slurry cement backfill, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract price paid per linear foot for "Drainage Pipe (Size, Type)" and no additional compensation will be allowed.

10-1.29 ELECTRICAL CONDUIT

Electrical conduit shall be furnished and installed in conformance with the provisions of Section 64 "Plastic Pipe", Section 86, "Electrical Systems" of the Standard Specifications, CA Electrical Codes and these Special Provisions.

Below grade electrical conduit shall be Schedule 40 poly vinyl chloride (PVC) pipe as shown on the plans or as directed by the Engineer. Above grade conduit shall be Schedule 80 PVC.

Bedding material shall be provided as shown on the plans and shall be sand or clean crushed rock as approved by the Engineer. Electrical conduit shall be carefully placed onto a prepared and compacted bedding layer, accurately connected and adjusted before covering with bedding material to restrain and protect in place.

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill. Backfill must conform to "Aggregate Base" of these Special Provisions unless the use of native fill is approved by the Engineer and will paid for in accordance with the payment details of "Aggregate Base". All backfill shall be compacted to a minimum 95% of relative compaction, unless otherwise specified by the Engineer.

Full compensation for furnishing all labor, materials (including pipe and bedding material), tools, equipment, and incidentals, and for doing all the work involved in the installation of electrical conduit, including, but not limited to excavating, placing, joining, and backfilling, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract price paid per linear foot for "Electrical Conduit (Size, Type)" and no additional compensation will be allowed.

10-1.30 PULL BOX

Electrical pull box shall be Christy N09, Jensen HN1017, or approved equal as shown on the plans or as directed by the Engineer.

Electrical pull box shall be reinforced concrete box with polymer concrete bolt down lid, furnished and installed in conformance with the provisions of Section 86, "Electrical Systems" of the Standard Specifications, CA Electrical Codes and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of electrical pull box, including, but not limited to excavating, placing, and backfilling, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract unit price paid for each "Pull Box" and no additional compensation will be allowed.

10-1.31 RECONNECT EXISTING ELECTRICAL SYSTEM

This work shall consist of reconnecting existing electrical equipment to the new electrical panelboard at the mechanical building as shown on the plans and as directed by the Engineer. Electrical equipment served by the existing panel in the mechanical building includes tennis court lighting, pickleball court lighting and restroom subpanel. Existing electrical equipment shall be safely disconnected during mechanical building demolition work.

Existing electrical lateral lines shall be intercepted at a common junction point with a new pull box and new conduit placed to connect with the new panelboard as shown on the plans. All new wire shall be pulled to tennis court lighting and restroom building connection points. Wire to the pickleball lights may be spliced at the pull box at the Contractor's discretion.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the reconnecting existing electrical equipment, including, but not limited to, protecting equipment to be salvaged, locating, excavating, splicing, wiring, start up and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price paid for "Reconnect Existing Electrical Equipment" and no additional compensation will be allowed..

10-1.32 PG&E COORDINATION

This work shall consist of all coordination and correspondence with Pacific Gas and Electric (PG&E) for existing and proposed electrical and gas facilities.

The Contractor's attention is directed to contract items requiring coordination with PG&E including, but are not limited to "Park Demolition and Removal", "Electrical Meter Pedestal", and "Relocate Gas Meter Assembly".

The City has initiated the permit process with PG&E for gas meter relocation, disconnection of the existing mechanical building service drop and new meter pedestal work. Coordination would include sequencing of work for disconnection or energizing of facilities, requesting inspections, complying with permit conditions, and finalizing permits. All application, engineering and construction fees will be paid by the City

Coordination in general involves timing and satisfying requirements of overhead line disconnection and removal, new service connection and startup and gas meter relocation.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in coordinating with PG&E for electrical and gas service connection, transfer and relocation shall be included in the contract lump sum price paid for "PG&E Coordination" and no additional compensation will be allowed.

10-1.33 ELECTRICAL METER PEDESTAL

This work shall consist of the installation of a new electrical meter pedestal, complete with all required circuit breakers to supply electrical power to parking lot lighting, restroom and future/bid alternate recreation building.

The Contractor's attention is directed "PG&E Coordination" and "Electrical Systems" of the Standard Specifications, CA Electrical Codes and these Special Provisions.

Electrical power is to be served by a new service drop connection from the existing utility pole. For bidding purposes, it is assumed that the meter pedestal will require a minimum 120V/200A main breaker.

Pedestal rating and circuit breaker sizing shall be predicated on the load requirements of the lighting, restroom and rec building circuits proposed. The Contractor shall propose circuit breaker sizes and layout and submit for approval by the Engineer.

The meter pedestal shall be Tesco Controls 27-000 Single Meter TescoFlex with separate lighting, restroom and rec building circuit breakers and integral photo cell control for parking lot lighting.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of an electrical meter pedestal including, but not limited to, pouring footing, mounting pedestal, configuring circuits, assembling, installing breakers, wiring, labeling and securing a fully functional electrical meter pedestal, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price paid for "Electrical Meter Pedestal" and no additional compensation will be allowed.

10-1.34 ELECTRICAL PANELBOARD AND CIRCUIT BREAKERS

This work shall consist of the installation of a new electrical panelboard, complete with all required circuit breakers to supply electrical power to pool equipment, pool and court lighting, maintenance building and miscellaneous circuits.

Included in this work is all wiring and appurtenances necessary to connect and supply power to the panelboard from the existing main park switch board. A new minimum 300A breaker at the switch board shall be assumed to be required.

The Contractor's attention is directed to "Pool – Final Design, Engineering and Inspection" of these provisions. Final panel sizing, breaker count, and circuit design, including equipment served, load rating, conductor sizing, and circuit breaker sizing shall be as proposed by the Contractor's Designer and as approved by the Engineer.

Electrical power is to be served by a new connection to the main park switch board providing 120/208V 3 phase power as shown on the plans. For bidding purposes, it is assumed that the panelboard will require a minimum 300A main breaker and a 3 phase 400A, rated panel.

The panelboard shall be mounted in a NEMA 12/3R waterproof enclosure.

The Contractor shall secure and comply with the conditions of a no-cost City Building Permit for electrical inspections.

It is assumed PGE will approve of the proposed electrical meter location. If an alternate location is required by PGE in added costs or deductions will be determined through change order negotiations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of an electrical panelboard including, but not limited to, mounting, configuring circuits, assembling, installing breakers, wiring, labeling and securing a fully functional electrical supply panel, as specified in the

Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price paid for "Electrical Panelboard and Circuit Breakers" and no additional compensation will be allowed.

10-1.35 PARKING LOT LIGHTING

This work shall consist of installing a LED parking lot area lighting system as shown on the plans and in conformance with these Special Provisions.

The Contractor's attention is directed to "Concrete", "PG&E Coordination", "Electrical Systems" "Electrical Conduit" and "Electrical Meter Pedestal" of the Standard Specifications and these Special Provisions.

Light footing and pole shall consist of the complete installation of a 4" diameter, 20' tall steel pole on a concrete footing, as shown on the plans or as directed by the Engineer. High strength anchor bolts shall be wet set into concrete footings to the proper embedment and exposed height as necessary to mount pole base plate, as shown on the plans, as recommended by the manufacturer, and as directed by the Engineer. Electrical conduit shall be installed in concrete footings as shown on the plans and as specified in "Electrical Conduit" of these Special Provisions. Footing location and base plate cover exposure shall be carefully located and adjusted to ensure optimum placement in relation to pedestrian walkways for safety and accessibility.

Included in this work is all wiring and appurtenances necessary to connect and supply power to each light from the new electrical meter pedestal installed as part of this project.

Steel pole shall conform to the provisions in "Overhead Sign Structures, Standards and Poles," of the Standard Specifications, and these special provisions. Pole shall be black to match associated light assemblies of these Special Provisions. Approved hardware, connectors, base plate, and base plate cover shall be installed as shown on the plans, as recommended by the manufacturer, and as directed by the Engineer.

LED lights shall be cool white, die-formed black powder coated aluminum housing, single fixture with matching pole top hub and bracket, installed with stainless steel hardware on top of steel poles.

LED lighting system shall be LSI Industries, 232W Mirada Medium Outdoor LED Area Light (MRM) on 4" diameter steel, straight round pole (4RP) or approved equals.

Parking lot lighting shall be connected in series, in appropriately sized conduit, routed to the electrical pedestal. Suitable switches, photo cells and timers shall be installed to enable proper control.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of parking lot lighting, including, but not limited to excavation, conduit placement, backfill, footing construction, anchoring, assembly, wiring, testing and adjustment shall be included in the contract unit price paid for each "Parking Lot Lighting" and no additional compensation will be allowed.

10-1.36 RELOCATE GAS METER ASSEMBLY

This work shall consist of relocation and replacement of the existing gas meter assembly serving the pool mechanical building.

The Contractor's attention is directed to "Coordination" and "PGE Coordination" of these provisions.

A new gas meter trench and service line shall be constructed to the new meter location shown on the plans. The existing service line shall be removed or abandoned in place as appropriate. All existing mounting components, appurtenances and wall penetrations shall be neatly removed, abandoned, and finished to an unspoiled condition.

The contractor shall coordinate with PGE for construction, inspection, and equipment requirements, including determination of those components of the existing meter assembly that are salvageable and suited for reuse.

It is assumed PGE will approve of the proposed gas meter location. If an alternate location is required by PGE in added costs or deductions will be determined through change order negotiations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the relocation of the gas meter, including, but not limited to, trenching, placing and connecting new service line, bedding backfill and compaction and construction, assembly, mounting and securing of the meter assembly as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price paid for "Relocate Gas Meter Assembly" and no additional compensation will be allowed.

10-1.37 SANITARY SEWER FACILITIES

This work includes but is not limited to: installation of new sanitary sewer main lines, services, manholes, connection to existing sanitary sewer mains, temporary bypasses, excavation and backfill of utility trenches, and flushing, and testing of all sanitary sewer systems prior to placing into service.

Sanitary sewer system improvements and abandonments shall be in accordance with the Construction Standards and these Special Provisions and as shown on the plans.

Sewer bypasses shall be coordinated with the Engineer and the Contractor shall provide a minimum of 48 hours advance notice to all affected residents and businesses prior to beginning work involving sewer bypass. Attention is directed to "Notification and Scheduling" of these Special Provisions for notification requirements and sample notifications forms.

10-1.37.1 SEWER SERVICE LINE

This work shall consist of placing, SDR 26 polyvinyl chloride (PVC) pipe as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Sanitary Sewer System" of the Construction Standards for required sanitary sewer main line and sanitary sewer service line material, fittings, joints, including installation procedures and testing.

Sanitary Sewer service pipe shall be installed at the locations and alignments shown on the plans and shall include all pipe, fittings, bends, reducers, adapters, connectors, restraints, nuts, concrete cradles, arches, encasements and appurtenances as needed to construct a fully operational, safe and secure sanitary sewer collection system.

Connections to existing sanitary sewer main lines and sanitary service lines shall comply with "Connection to Existing Facilities", of the City of Grass Valley Construction Standards and as noted and If a portion of road is needed to be closed to accomplish the tie-in, the road closure and notice shall be as provided in "Closure Requirements and Conditions" of these Special Provisions.

Full compensation for furnishing all labor, materials tools, equipment, and incidentals (including tracing wire, backfill marking tape, thrust blocks) and for doing all the work involved in the installation of sanitary sewer service line, including, but not limited to, excavating, placing and joining pipe, bedding, backfill, and testing, complete in place, as shown on the plans, as specified in the Standard Specifications, the Construction Standards, and these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid per linear foot for "Sewer Service Line (Size and Type)" and no additional compensation will be allowed.

10-1.37.2 CLEANOUT AND BACKFLOW PREVENTER

This work shall consist of installing a new sewer cleanout and backflow preventer, per the City of Grass Valley Construction Standards Section 5, Sanitary Sewer (SS) and Standard Detail SS-4 "Sewer Service Cleanout".

Attention is directed to "Sewer Lateral Video Inspection" of these Special Provisions, regarding access for the sewer lateral video inspections.

The exact locations of the new sewer cleanouts and backflow preventers shall be coordinated with the Engineer and the affected property owner(s).

The Contractor shall maintain the sewage flow in the affected portions of the sewer system during installation of the new sewer cleanouts and backflow preventers, unless otherwise approved by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing new sewer cleanouts and backflow preventers, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer shall be included in the contract unit price paid for each "Cleanout and Backflow Preventer" and no additional compensation will be allowed.

10-1.37.3 SEWER CONNECTIONS TO EXISTING FACILITIES

Connections to existing sanitary sewer main lines and sanitary service lines shall comply with "Sanitary Sewer System", and "Connection to Existing Facilities", of the City Construction Standards and as noted and modified as follows:

- The Contractor shall construct all connections to existing main lines and service lines.
- No nighttime work will be permitted unless otherwise approved by the Engineer.
- Prior to scheduling any connections involving outages, the Contractor shall have on hand all fittings, gaskets, bolts, adaptors, and incidentals necessary to complete the connection.
- For connections requiring bypasses or service interruptions, the Contractor shall contact and coordinate all affected customers a minimum of 48 hours ahead of the interruption.
- Service interruption duration is 12 hours maximum.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in connecting new sewer piping to existing main and service lines, as shown on the plans, as specified in these Special Provisions and as directed by the Engineer shall be included in the contract unit price paid for the various contract work items involved and no additional compensation will be allowed.

10-1.38 AGGREGATE BASE

Aggregate base shall be Class 2, (3/4 inch) maximum grading, and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions. Aggregate base shall be processed to 95% relative compaction.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

Aggregate base shall not contain volcanic cinder material.

Aggregate base shall have at least 80% of the rock having two or more fractured surfaces evident.

Aggregate base shall be placed to the lines, dimensions, and grades shown on the Plans or as directed by the Engineer.

Where existing aggregate base is shown on the plans to be remain in place, the material shall be sufficiently watered and compacted to obtain an unyielding surface, to the relative compaction as shown on the plans. If the existing base material is found to be unsuitable, in the opinion of the Engineer, it shall be replaced with new aggregate base in conformance with the provisions and payment details of this section. Payment for compaction of existing base to remain in place shall be considered as included in the various contract items of work requiring the compaction and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of aggregate base, including, but not limited to, placing, grading, excavating, and compacting aggregate base as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract price paid per cubic yard for "Aggregate Base" and no additional compensation will be allowed.

10-1.39 DETECTABLE WARNING SURFACE

Detectable warning surfaces shall be installed at the curb ramp locations shown on the plans and as directed by the Engineer, in accordance with the Standard Specifications and these Special Provisions. Curb ramp detectable warning surface shall consist of raised truncated domes in conformance with the details shown on the plans and the Standard Plans.

The detectable warning surface shall be prefabricated. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538. Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations.

The finished surfaces of the detectable warning surface shall be free from blemishes. The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of detectable warning surfaces including, but not limited to; setting prefabricated warning surface into wet concrete, finishing and grooving concrete around warning surface border, and protecting the surface during construction operations shall be included in the contract price paid for each "Detectable Warning Surface" and no additional compensation will be allowed.

10-1.40 REINFORCEMENT

Reinforcement shall be ASTM A615 Grade 60 Rebar. All reinforcement shall conform to section 52 "Reinforcement" of the standards specifications. Lap splices when required shall be staggered.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of reinforcement shall be included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.41 MINOR CONCRETE

Concrete sidewalk, curb, gutters, valley gutters, curb ramps, stairs and other minor concrete shown on the plans shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalk," and Section 90 "Concrete" of the Standard Specifications and these Special Provisions. The Contractor's attention is directed to Section 52 "Reinforcement" of the Standard Specifications and these Special Provisions for requirements regarding reinforcement bars as shown on the plans.

Aggregate for minor concrete shall be 1" maximum grading unless otherwise specified and shall conform to the combined aggregate grading limits in "Combined Aggregate Gradation," of the Standard Specifications.

Concrete for all minor concrete work shall be "six sack" concrete properly prepared at a mixing plant.

Concrete shall be placed at the locations shown on the plans, struck off and compacted until a layer of mortar is brought to the surface. The concrete shall be screeded to the required grade and cross section and floated to a uniform surface.

Whenever new concrete curb, gutter and sidewalk adjoins existing, the existing concrete vertical face shall be doweled 4-inches deep with 12 inch long, grade 60, #4 rebar. Abutting sidewalk shall be doweled mid-section with a minimum of two dowels. Abutting curb and gutter ends shall be doweled twice, 18 inches apart, centered on the curb and gutter section. If the dowels were not set with the existing concrete, the penetrating portion of the dowel shall be coated with two-part epoxy in conformance with Caltrans Standard Specifications Section 95-1.

All concrete surfaces shall be broom finished unless specified as stamped or textured concrete. Surfaces to be used by pedestrian traffic shall be broomed transversely to the line of traffic. All other surfaces shall be broomed longitudinally unless otherwise specified.

The contract price paid per square foot for “Minor Concrete (Court, Sidewalk, Curb Ramp, Slab, Valley Gutter) shall include all the work involved in constructing sidewalks, walkways, curb ramps, court surfaces, valley gutters and miscellaneous concrete slabs, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. For payment purposes, Sidewalk/Curb Ramp work shall include all that walkable portion of the curb ramp behind the back of curb. Attached curb and combination curb and gutter shall be paid separately, as described herein.

The contract price paid per linear foot for “Minor Concrete (Curb, Retaining Curb) shall include all the work involved in constructing concrete curbing, and combination curb and gutters, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. For payment purposes retaining curb shall refer to any curbing over 10 inches above finish grade or any curbing with reinforcing steel as required by the plans or as directed by the Engineer.

The contract lump sum price for “Minor Concrete (Stairs) shall include all the work involved in constructing concrete stairs, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of minor concrete including, but not limited to: subgrade preparation, rebar placement, and forming, placing, finishing, and grooving, concrete, shall be included in the contract price paid for “Minor Concrete (Type)” and no additional compensation will be allowed.

10-1.42 CMU RETAINING WALL

This work shall consist of constructing concrete masonry unit (CMU) retaining wall and the reinforced concrete wall foundations as shown on the plans and in conformance with the provisions in “Earth Retaining Systems” and “Sound Walls” of the Standard Specifications and these Special Provisions.

The Contractors attention is directed to Section 90 “Concrete” and Section 52 “Reinforcement” of the Standard Specifications and these Special Provisions.

Aggregate for minor concrete shall conform to section 90-1.02C of the Standard Specifications unless otherwise specified and shall conform to the combined aggregate grading limits in "Combined Aggregate Gradation," of the Standard Specifications.

Concrete shall be placed at the locations shown on the plans, struck off and compacted until a layer of mortar is brought to the surface. The concrete shall be screeded to the required grade and cross section and floated to a uniform surface.

CMU units shall be 8"x16" hollow type as shown on the plans, stacked and fully grouted, with finished top cap pieces, and reinforcing bars drilled and dowelled into existing structures.

Measurement of CMU retaining wall shall be per square foot of wall face installed. The face of wall is defined as the wall from the top of footing to the top of wall cap.

Full compensation for furnishing all labor, materials (including concrete), tools, equipment, and incidentals and for doing all the work involved in the installation of CMU walls and concrete wall foundations including, but not limited to, subgrade preparation; forming, constructing and finishing concrete footings, and constructing masonry walls shall be included in the contract price paid per square foot of wall face for “CMU Retaining Wall” and no additional compensation will be allowed.

10-1.43 LANDSCAPE BLOCK WALL

This work includes constructing and installing new block walls, complete in place as shown on the plans, and shall conform to the provisions of the Standard Specifications and these Special Provisions.

Blocks walls shall be composed of Keystone Compac III, Tri-plane Retaining Wall Units, or approved equal, constructed as shown on the plans, and in conformance with the manufacturer’s recommendations. The Contractor shall reference manufacturer’s resources, including specifications, design and construction manuals and shall construct walls in full compliance with manufacturer’s documentation, unless otherwise approved.

Measurement for payment of the block wall will be square footage of the front vertical face of the actual wall whether above or below finished grade.

Full compensation for furnishing all labor, materials (including base leveling pad rock, drain rock, geotextile fabric and perforated drain pipe), tools, equipment, and incidentals, and for doing all the work involved in the block wall construction including, but not limited to excavation, disposal, base placement, leveling and compaction, block wall construction, subdrain placement, drain rock backfill and wrapping as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract price paid per square foot of wall face for “Landscape Block Wall” and no additional compensation will be allowed.

10-1.44 TRASH ENCLOSURE

This work consists of constructing and installing a park trash enclosure including CMU walls, painted steel gates with posts, concrete slab, concrete approach and post foundations complete in place as shown on the plans, and shall conform to the provisions of the Standard Specifications and these Special Provisions.

The Contractors attention is directed to Section 90 "Concrete" and Section 52 "Reinforcement" of the Standard Specifications and these Special Provisions.

Aggregate for minor concrete shall conform to section 90-1.02C of the Standard Specifications unless otherwise specified and shall conform to the combined aggregate grading limits in "Combined Aggregate Gradation," of the Standard Specifications.

Full compensation for furnishing all labor, materials (including concrete), tools, equipment, and incidentals and for doing all the work involved in the installation of the trash enclosure, but not limited to, excavation, subgrade preparation, forming, constructing and finishing concrete footings and slabs, constructing masonry walls and installation of painted steel gates shall be included in the contract lump sum price for "Trash Enclosure" and no additional compensation will be allowed.

10-1.45 REMOVE AND REPLACE HMA

This work shall consist of removing existing asphalt concrete surfacing, and underlying base material as needed, and replacing the removed structural section with new asphalt concrete as shown on the plans and in conformance with these special provisions.

Existing asphalt concrete surfacing and underlying base material removed during a work period shall be replaced before the time the lane is to be opened to public traffic in conformance with the provisions in "Maintaining Traffic" of these special provisions, unless approved by the Engineer.

The outline of the asphalt concrete area to be removed shall be cut on neat lines with a power-driven saw to a depth matching the depth of the replacement section, before removing the surfacing, unless approved by the Engineer. If the asphalt concrete surface is to be totally removed by cold planning, the Engineer may eliminate the saw-cutting before removing the surface.

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall disposed of outside the right-of-way.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Hot Mix Asphalt shall be placed over the prepared base material or underlying asphalt concrete pavement not removed and shall conform to the provisions in "Hot Mix Asphalt (HMA)" of these Special Provisions, except for payment.

All paved trench edges and joints shall be sealed with asphaltic emulsion seal coat and sand screenings as shown on the plans and in conformance with the provisions in "Seal Coats", of the Standard Specifications and these Special Provisions.

The exact limits of asphalt concrete surfacing to be removed and replaced, as shown on the plans, will be determined by the Engineer. The quantity of asphalt concrete removal and replacement to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

Full compensation for furnishing all labor, materials (including asphaltic emulsions, liquid asphalts, asphalts, and aggregate), tools, equipment, and incidentals, and for performing all the work involved in removing and replacing hot mix asphalt, complete in place including sawcutting existing asphalt concrete, application of prime coat of paint binder (tack coat), and compacting the existing base, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid per square yard for "Remove and Replace HMA (Depth of Removal)" and no additional compensation will be allowed.

If the aggregates for the HMA did not meet the "Contract Compliance" requirements for Sand Equivalent or gradation and if the Contractor requests the material be accepted on the basis of a penalty, in conformance with the provisions in the Section 39 2.02, "Materials," of the Standard Specifications, and the Engineer approves the request, the penalty shall be \$3.50 per cubic yard.

10-1.46 HOT MIX ASPHALT (HMA)

Hot Mix Asphalt (HMA) shall be Type A, installed using the Standard Construction Process, and shall conform to the provisions in "Hot Mix Asphalt," of the Standard Specifications and these Special Provisions.

The grade of asphalt binder to be mixed with aggregate for Type A HMA shall be Grade PG 64-16 conforming to the provisions in "Asphalt Binders," of the Standard Specifications.

Aggregate used for Type A HMA shall conform to the 1/2 inch maximum grading specified in Section 39-2.02B(4), "Aggregates," of the Standard Specifications for all structural section replacement areas, as designated on the plans.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of HMA, except when eliminated by the Engineer, and shall be applied to all vertical surfaces of existing pavement, curb and gutter, and construction joints in the surfacing against which additional material is to be placed and to other surfaces as designated by the Engineer.

Paint binder (tack coat) shall be paving asphalt conforming to the provisions in Section 39-1.02B, "Tack Coat," and Section 92, "Asphalts," of the Standard Specifications. The grade of paving asphalt to be used as paint binder will be determined by the Engineer.

Paint binder (tack coat) shall be applied in the gallon per square yard range limits specified for the surfaces to receive asphalt concrete in the tables below. The exact application rate within the range will be determined by the Engineer.

Application Rates for Paint Binder (Tack Coat) on HMA	
Type of surface to receive paint binder (tack coat)	Paving Asphalt gal/sq yd
Dense, compact surfaces, between layers, and on PCCP	0.01 – 0.02
Open textured, or dry, aged surfaces	0.02 – 0.06

HMA shall be spread and compacted in the number of layers of the thicknesses indicated in the following table:

Total Thickness Shown on Plans ^a	No. of Layers	Top Layer Thickness (foot)		Next Lower Layer Thickness (foot)		All Other Lower Layer Thickness (foot)	
		Min.	Max.	Min.	Max.	Min.	Max.
0.20-foot or less	1	—	—	—	—	—	—
0.25-foot	2b	0.12	0.13	0.12	0.13	—	—
0.30-0.40 foot	2	0.15	0.20	0.15	0.25	—	—
0.45-foot or more	c	0.15	0.20	0.15	0.25	0.15	0.40

- When pavement reinforcing fabric is shown to be placed between layers of HMA, the thickness of asphalt concrete above the pavement reinforcing fabric shall be considered to be the "Total Thickness Shown on Plans" for the purpose of spreading and compacting the HMA above the pavement reinforcing fabric.
- At the option of the Contractor, one layer 0.25-foot thick may be placed.
- At least 2 layers shall be placed if total thickness is 0.45-foot. At least 3 layers shall be placed if total thickness is more than 0.45-foot and less than 0.90-foot. At least 4 layers shall be placed if total thickness is 0.90-foot or more.

HMA base shall be spread and compacted in one or more layers. Each layer of HMA base shall be not less than 0.20-foot nor more than 0.40-foot in compacted thickness, except that where the total thickness of HMA to be placed over HMA base is 0.20-foot or less, the layer of HMA base below the HMA shall not exceed 0.25-foot.

A layer shall not be placed over a layer which exceeds 0.25-foot in compacted thickness until the temperature of the layer which exceeds 0.25-foot in compacted thickness is less than 160° F at mid depth.

HMA shall be placed to the lines, dimensions, and grades shown on the plans or as directed by the Engineer. No allowance will be made for HMA placed outside those dimensions unless otherwise ordered by the Engineer. Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with HMA.

Full compensation for furnishing all labor, materials (including asphaltic emulsions, liquid asphalts, asphalts, and aggregate), tools, equipment, and incidentals, and for performing all the work involved in placing hot mix asphalt, complete in place including application of a prime coat or paint binder (tack coat) as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid per square yard for "Hot Mix Asphalt (Thickness)" and no additional compensation will be allowed.

10-1.47 FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications except for the method of payment.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finishing roadway, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer will be considered as included in the Contract prices for various items of work requiring roadway finishing and no additional compensation will be allowed.

10-1.48 ADJUST UTILITY COVER TO GRADE

Frames and covers of existing valve boxes and manholes shall be salvaged and reused or replaced as indicated on the plans or as directed by the Engineer. Enclosure boxes will be adjusted to grade in accordance with "Frames, Covers, Grates, and Manholes" of the Standard Specifications, the City of Grass Valley Standard Detail ST-28 "Adjust Utility Cover/Manhole to Grade" and these Special Provisions.

The Contractor shall accurately locate and record the location of all covers to be adjusted to grade and shall furnish the Engineer a copy of said record prior to paving. Contractor is responsible for protecting utilities per Section 5-1.36 "Property and Facility Preservation" of the Standard Specifications. Utilities include but are not limited to electrical vaults, telephone boxes, water meters, water valves sewer cleanouts and manholes.

For utilities within asphalt concrete replacement areas, adjustment may not be necessary if the existing cover is properly set to the proposed finish grade and the Engineer and Contractor agree that conforming to the existing cover would result in a better end product. Contractor shall protect the existing utility during resurfacing operations.

For utilities in areas of concrete improvements to be reconstructed, care shall be taken to protect the utility during construction and adjust the utility to finished grade (if different from existing grade).

Each of the respective utility companies shall retain the ability to decrease the amount of a contract item of work or eliminate in its entirety.

Contractor shall provide at least 48 hours advance notice to each respective owner of castings to be adjusted to grade.

Prior to removal of an existing manhole frame, a platform shall be placed in the manhole above the top of the sewer or storm drain. The platform shall remain in place until all work on the manhole has been completed and the asphalt concrete has been placed around the manhole. Once adjustment of the manhole is complete, all dirt and debris shall be removed from the platform and the invert of the manhole.

Trimming of manhole cones (tapered section) will not be permitted.

All sections of the manhole grade rings shall be set in cement mortar and all joints smoothly grouted inside and out. The top of the completed manhole shall contain at least one 3-inch grade adjustment ring.

All manhole frames and covers shall be adjusted to grade after placement of the finish course of asphalt concrete.

Existing grade adjustment rings removed in the adjustment of manhole frames shall become the property of the Contractor and, if undamaged and thoroughly cleaned of mortar, may be reused in the work.

Waste materials generated while adjusting the water valve box frame and cover to grade shall be completely removed and disposed of in accordance with "Surplus Material" of the Standard Specifications.

Concrete used for collars shall conform to the provisions in "Minor Concrete" of the Standard Specifications. Portland Cement Concrete shall be Class A, conforming to the provisions of "Concrete" of the Standard Specifications.

Valve and manhole frames and covers adjusted to grade will be measured and paid for as units from actual count, complete and in place. Only those utility covers that require excavation and readjustment after asphalt concrete paving shall be paid for. Payment for covers that are conformed to or simply reset to grade in advance of concrete replacement shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved including, but not limited to, excavation, lowering, raising to grade, backfill, concrete and hot mix asphalt shall be included in the contract unit price for "Adjust Utility Cover to Grade" as shown on the plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed.

10-1.49 CHAIN LINK FENCE AND GATE

Installation of chain link fence and gate shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these Special Provisions. All ferrous materials shall be protected by galvanizing or other specified coatings. Imperfectly galvanized or coated material or material with serious abrasions shall not be used.

10-1.49.1 POSTS

The base metal for the manufacture of posts and braces shall be commercial quality, or better, weldable steel. Posts and braces shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing," of the Standard Specifications.

The material of which posts, and braces are fabricated shall have a nominal thickness, before galvanizing, of not less than 0.105-inch for posts and 0.075-inch for braces.

Gate posts shall be fabricated from schedule 40 pipe conforming to the requirements shown on the plans.

The length of posts, exclusive of fitted top fixtures or other methods of supporting the top tension wire which are integral with the post, shall not be less than the depth of the concrete footings shown on the plans plus the height of the fabric as shown on the plans or specified in the special provisions, less 4 inches.

All posts shall be fitted with rainproof tops.

Post tops, extension arms, stretcher bars and other required fittings and hardware shall be steel or malleable iron or wrought iron and shall be galvanized after fabrication. All required fittings and hardware shall be fastened to the posts in the proper manner.

10-1.49.2 FABRIC

Chain link fabric shall conform to the requirements in AASHTO Designation: M 181 for Type I zinc coated fabric with a Class C coating. The wire used in the manufacture of the fabric shall be 9 gage.

Chain link fence fabric shall be woven into approximately 2 inch mesh such that there shall be at least 7 meshes in a vertical dimension of 23 inches along the diagonals of the openings. Chain link fence fabric shall have knuckled finish on top and bottom edges.

10-1.49.3 MISCELLANEOUS

Between posts, chain link fabric shall be fastened to a top and bottom tension wire or horizontal rails as shown on the plans. Tension wire shall be at least 7-gage (0.177-inch dia.) coil spring steel of good commercial quality and shall be galvanized in conformance with the requirements in ASTM Designation: A 116, Coating Class 3.

Tie wires and hog rings shall be at least 9-gage (0.148-inch dia.) steel and post clips shall be at least 6-gage (0.192-inch dia.) steel; all tie wires, hog rings and post clips shall be galvanized in conformance with the requirements in ASTM Designation: A 116, Coating Class 3.

Turnbuckles and truss tighteners shall be fabricated of commercial quality steel, malleable iron or wrought iron and shall be galvanized as provided in Section 75-1.05, "Galvanizing." The truss tighteners shall have a strap thickness of not less than 1/4 inch.

Portland cement concrete for metal post footings and for deadmen shall be produced from commercial quality aggregates and cement and shall contain not less than 470 pounds of cement per cubic yard.

10-1.49.4 CONSTRUCTION

Line posts shall be spaced at intervals as shown on the plans, measured from center to center of posts. In general, in determining the post spacing, measurement will be made parallel to the slope of the natural ground, and posts shall be placed in a vertical position, except in unusual locations where directed by the Engineer the posts shall be set perpendicular to the ground surface.

Posts shall be set in concrete footings conforming to the details shown on the plans and crowned at the top to shed water.

End, latch and corner posts shall be braced to the nearest line post. At the Contractor's option bracing shall be accomplished either with diagonal braces used as compression members or with horizontal braces used as compression members and steel truss rods having minimum diameters of 3/8 inch used as tension members. Each steel truss rod shall be equipped with a turnbuckle or truss tightener with tensile strength equal to the truss rod.

Chain link fabric shall be fastened on the side of the posts designated on the plans. The fabric shall be stretched and securely fastened to the posts, and horizontal rails.

The fabric shall be fastened to end, latch, corner and gate posts with stretcher bars having dimensions of not less than 1/4" x 3/4" and stretcher bar bands having dimensions of not less than 1/8" x 3/4" spaced at one foot intervals. The fabric shall be fastened to line posts with tie wires or post clips and to tension wires with tie wires or hog rings. The fasteners shall be spaced at approximately 12 inches on line posts and at approximately 18 inches on rails or tension wires. Wire ties shall be given at least one complete turn. Hog rings shall be closed with ends overlapping. The tension wires shall be wrapped around terminal posts. The distance from the top of the fabric to the top tension wire shall be 2 inches maximum.

In lieu of using stretcher bars and bar bands, the fabric may be fastened to the end and corner posts by threading through loops formed on the posts.

Surplus excavated material remaining after the fence has been constructed shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

10-1.49.5 MEASUREMENT

Quantities of chain link fence to be paid for will be determined by the linear foot from actual measurements, the measurements to be made parallel to the ground slope along the line of the completed fence, deducting the widths of openings.

Quantities of chain link gates to be paid for will be determined from actual unit count. A gate unit complete in place shall include one gate with all necessary fittings, hardware, and gate and latch posts with braces.

10-1.49.6 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing a chain link fence, complete in place, including, but not limited to clearing the line of the fence and disposing of the resulting material, excavating high points in the existing ground between posts, excavating holes, disposing of surplus excavated material, furnishing and placing Portland cement concrete footings, installing fence posts, rails and fabric and connecting new fences to existing cross fences, shall be considered as included in the contract price paid per linear foot or per unit count for "Chain Link (Height, Type)" and no additional compensation will be allowed.

10-1.50 CONCRETE BUMPER

This work shall consist of placing concrete parking bumpers as shown on the plans or as directed by the Engineer. The Contractors attention is directed to "Minor Concrete" of these Special Provisions and Section 52 "Reinforcement" of the Standard Specifications.

Bumpers shall be precast concrete with 9 inch wide base dimension, beveled top edges, approximate 5 inch height and 6 foot length, or as approved by the Engineer. Two holes shall be precast on either end of the bumper to allow for rebar anchoring.

Bumpers shall be anchored to asphalt surfacing with 18 inch long, grade 60, #4 steel reinforcing bar driven flush with the top of the bumper.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of concrete bumpers including, but not limited to, layout, placement and anchoring of precast bumpers to asphalt surfacing as shown on the plans, as specified in the Standard Specifications, the Special Provisions, and as directed by the Engineer, shall be included in the contract unit price paid for each "Concrete Bumper" and no additional compensation will be allowed.

10-1.51 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 $250 \text{ mcd m}^{-2} \text{ lx}^{-1}$. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of $150 \text{ mcd m}^{-2} \text{ lx}^{-1}$.

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 material for traffic stripes shall be applied at a minimum rate of 0.20-lb/ft. The minimum application rate is based on a solid stripe of 4 inches in width. Thermoplastic traffic stripes shall be applied at the minimum thickness of 0.059-inch. Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications. If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

Thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. Deductions will be made at cross streets and driveways as applicable. A double traffic stripe, consisting of two 4-inch wide yellow stripes, shall be measured and paid for as one traffic stripe. A striped median island or two-way left turn lane shall be measured and paid for as two separate double traffic stripes.

Where existing pavement delineation is to be covered or obliterated by the Contractor's work or where the existing striping alignment and marking placement is shown to be substantially modified, the Contractor shall demarcate the proposed layout prior to placement of permanent striping and marking. The Contractor shall notify the Engineer in advance of beginning layout work and shall spot, track or outline the proposed delineation for field acceptance by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer shall be included in the contract price paid per linear foot for "Thermoplastic Traffic Stripe," and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic traffic markings complete in place, as shown on the plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer shall be included in the contract price paid per square foot for "Thermoplastic Traffic Markings," and no additional compensation will be allowed.

10-1.52 ACRYLIC COATING SYSTEM

This work shall consist of placement of a complete, multi-layer acrylic coating system over concrete pickleball and basketball courts, as shown on the plans, as recommended by the acrylic coating manufacturer and as directed by the Engineer.

The surface to which the coatings are to be applied must be dry, smooth, free of dirt, loose or flaking paint, oily materials or chemical residues, vegetation of any sort and any other debris or foreign material. Acrylic coating shall only be performed when the temperature is at least 50° F and rising and shall not be placed when rain is present or likely.

Each coat in the system must be allowed to completely dry before the next application. The entire surface shall be inspected in between each coat and any defects repaired and/or removed. All acrylic layers shall be manually applied using a wide blade, neoprene rubber squeegee.

Once new concrete court areas have cured, a concrete primer shall be applied to ensure proper bonding with acrylic coatings. The court area shall then be flooded to reveal any low or non-draining areas. A patch binder mix may be applied to level low areas as approved by the Engineer, otherwise significant low spots may be rejected in conformance with "Minor Concrete" of these Special Provisions.

Two coats of sand-textured acrylic filler material shall be applied over primed concrete surfaces per the manufacturer's recommendation, to give the surface one uniform texture. Sand gradation shall be 70 mesh.

Two coats of colored, textured acrylic latex shall be applied per the manufacturer's recommendation. Colored coats shall be light green, light blue and dark blue, as shown on the plans. The Contractor shall provide a color sample to the Engineer prior to ordering of the colored, acrylic resurfacing material.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in placing a complete acrylic coated playing surface, as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract unit price paid per square foot for "Acrylic Coating System" and no additional compensation will be allowed therefore.

10-1.53 PAINTED COURT MARKINGS

Painting of game lines shall be performed after curing of all color coatings and shall be applied in conformance with the provisions in "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

The surface to which the paint is to be applied must be dry, smooth, free of dirt, loose or flaking paint and any other debris or foreign material. Line painting shall only be performed when the temperature is at least 50° F and rising and shall not be placed when rain is present or likely.

Game lines shall be 2" wide, lightly textured acrylic latex paint, accurately located and marked in accordance with rules and recommendations of the USA Pickleball Association Tennis Association (USAPA) and the International Basketball Federation (FIBA). The Engineer shall approve the finished court surfacing and final layout prior to any line painting. Line painting shall be performed with a brush or roller, using masking tape to ensure crisp edges, in accordance with the manufacturer's recommendations. At no time should the playing lines or the line dimensions vary more than 1/4" from the exact measurement.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in painting of game lines, complete in place as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract lump sum price paid for "Painted Court Markings" and no additional compensation will be allowed therefore.

10-1.54 PICKLEBALL NET ASSEMBLY

This work shall consist of a complete permanent pickleball net assembly, including, posts, net, center strap anchor and center strap as shown on the plans or as directed by the Engineer. The posts and net, including a center strap, shall be set, installed and adjusted conforming to USAPA specifications.

Pickleball net assembly parts and components shall be "Premier" or "Deluxe" standard, manufactured for durability, weather resistance and suitable to withstand the rigors of a public outdoor environment.

Net posts shall be Douglas RD-36, or approved constructed of 3" heavy duty round steel with a thick, baked-on, green polyester powder coat finish. The posts shall be mounted in sleeves set in a minimum 3-foot deep concrete foundation, poured against stable undisturbed soil. The footing diameter shall be 2" circular at the top, extending to 2'-6" at the bottom. The top of the sleeve shall be set flush with the court surface and square with the playing area.

A center strap ground anchor shall be provided, made from non-corrosive metal pipe, not less than 9" in length and 1-1/2" in diameter. A non-corrosive 1/4" o.d. pin shall be centered through the pipe 1/4" to 3/8" below the opening for the

purposes of attaching a center strap hook. The center strap anchor shall be set in concrete footings measuring 1-foot in diameter by 1-foot deep. The cross pin in the ground anchor must be flush with the court and parallel to the net.

Pickleball nets shall be Douglas Deluxe, or approved equivalent, super-durable 3.mm net .

The center strap shall be water resistant white strap with conventional metal webbing slides.

Full compensation for furnishing all labor, materials (including nets, posts, sleeves and anchors) tools, equipment, and incidentals and for doing all the work involved in installing a complete net assembly shall be included in the price paid for each "Pickleball Net Assembly," and no additional compensation will be allowed therefore.

10-1.55 BASKETBALL HOOP AND POST ASSEMBLY

This work shall consist of the installation of a complete permanent basketball hoop and post assembly including, the following components; 18" diameter steel hoop painted orange with flex goal system and nylon net, 42" x 72" galvanized steel backboard, a 6-5/8" diameter galvanized steel post embedded in a 20" diameter, 48" deep concrete foundation.

The assembly shall meet or exceed the standards of the First Team Tyrant Excel Basketball Goal (72" Steel Model) and shall satisfy the geometry shown on the plans.

Full compensation for furnishing all labor, materials tools, equipment, and incidentals and for doing all the work involved in installing a complete hoop and post assembly shall be included in the price paid for each "Basketball Hoop and Post Assembly," and no additional compensation will be allowed therefore.

10-1.56 LEAN-TO STORAGE ENCLOSURE

This work shall consist of the construction and erection of a lean-to storage enclosure abutting the pool mechanical building.

The Contractor's attention is directed to "Chain Link Fence and Gate" and of these provisions.

The basic design and functionality of the enclosure shall be as shown on the plans, consisting of a steel frame, metal roof and siding, fenced enclosure. The contractor may propose alternate construction methods as needed to fit site conditions and simplify construction, including a pre-fab system as optional. The enclosure shall provide limited weather protection from above and on the sides, with a lockable gated access to store and secure pool equipment.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the construction of a storage enclosure, including, but not limited to, grading, excavating, setting of posts and anchors, assembly, welding, construction and finishing as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price paid for "Lean-To Storage Enclosure" and no additional compensation will be allowed.

10-1.57 MAINTENANCE BUILDING

This work shall include the production of shop drawings, construction and erection of a permanent maintenance building and concrete pad as shown on the plans and as directed by the Engineer.

The Contractors attention is directed to "Concrete", "Reinforcement", "Paint" and "Building Construction" of the Standard Specifications and these Special Provisions.

The basic design and layout of the enclosure shall be as shown on the plans, consisting of a roughly 12' by 20' wood framed structure. The contractor may propose alternate construction methods as needed to fit site conditions and simplify construction, including a pre-fab unit as optional. Light frame construction methods shall be followed per California Building Code and the contractor shall submit simple construction plans to be followed or a manufacturer provided certification of pre-fab unit.

Interior wall height shall be 7'-4" minimum. The roof shall be simple gable style, metal panels with a minimum pitch of 4/12. Exterior finishing shall include painted, engineered smart siding and trim. The structure shall be permanently anchored into a concrete pad using wet set galvanized anchor and washers.

A subpanel shall be installed to provide a minimum of one 20amp plugs and lights circuit, and one 20amp equipment circuit. Switch controlled LED lighting with motion sensing shall be provided and electrical receptacles shall be provided throughout.

Included in this work is all wiring and appurtenances necessary to connect and supply power to the subpanel from the new electrical panelboard at the mechanical building installed as part of this project.

Interior walls and ceilings need not be covered or finished unless necessary for bracing requirements and may be exposed stud walls/rafters.

Full compensation for furnishing all labor, materials (including concrete), tools, equipment, and incidentals and for doing all the work involved in the installation of the maintenance shed, including, but not limited to, excavation, subgrade preparation, forming, constructing and finishing concrete slab, and installation of shed and metal roof shall be included in the contract lump sum price paid for "Maintenance Building" and no additional compensation will be allowed.

10-1.58 RESTROOM BUILDING

This work shall include the production of shop drawings, construction and erection of a public restroom building as shown on the plans. The contractor shall obtain all necessary building permits and adhere to all local building, fire, and Title 24 codes. All work shall be furnished and installed using commonly accepted industry practices. Prefabricated construction methods are preferred although the contractor may propose alternate construction methods as needed to fit site conditions and simplify construction.

The restroom building shall include 24 GA. corrugated metal roofs supported by HSS trusses. Steel trusses shall include steel vent frame screens at the exteriors. Floors shall be broom finished concrete. Framing and walls shall be reinforced concrete masonry unit walls (CMU 4" x 8" x 16") fully grouted, anchored to the concrete foundation and with exterior decorative sidings and painted interiors. All decorative sidings, exterior finishes, textures, and color schemes, including wood lap siding, wood trim, manufactured stone wainscot and corrugate metal, shall be of similar style as existing park restrooms facilities to remain. All proposed finishes, textures, and colors shall be submitted to and approved by the engineer before construction. Restroom exteriors shall include two stainless steel drinking fountains and one bottle filler in the exterior building alcove.

The restroom building shall include an electric water heater capable of supplying hot water to all interior sinks and shall include interior and exterior LED lighting adhering to Title 24 requirements. The restroom building will have two unisex bathrooms as shown on the plans. Doors shall be stainless steel units with deadbolt locking systems and appropriate Title 24 restroom signage. Plumbing fixtures shall be wall mounted, Penal grade, 14G 316-Stainless Steel. Each unisex restroom shall include one toilet, one handwashing sink with mirror, soap dispenser, electric hand dryer. They shall also include a baby changing table and a wall mounted stainless steel waste bin. All toilets shall ADA stainless steel grab bars and have three roll stainless steel wall mounted toilet paper holders adjacent to them. Toilets shall meet or exceed the specifications of the Penal-Ware 1675 Series off floor toilets. Lavatories shall meet or exceed the specifications of the Penal-Ware 1652FALRB Series 18" lavatories with rectangular bowls. All plumbing fixtures shall be submitted to and approved by the engineer prior to construction. Building utilities shall be installed via the utility chase identified on the plans. Each floor of the restroom shall include a floor drain with ADA compliant slopes directing water to the drainage system. The utility chase shall include a wall mounted hose and reel.

The final design is to be determined through consultation with the Engineer. All final designs shall be submitted to and approved by the Engineer prior to construction.

The Contractors attention is directed to "Concrete", "Reinforcement", "Paint" and "Building Construction" of the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and furnishing and doing all the work involved in the design and construction of the restroom building including, but not limited to: structural and architectural drawing production, subgrade preparation and leveling, aggregate installation and compaction, utility hookups, forming and constructing concrete, constructing steel frames and CMU walls. Installing all lighting and plumbing, concrete finishing, grooving and stamping, shall be included in the contract lump sum price for "Restroom Building" and no additional compensation will be allowed.

10-1.59 REHABILITATE LAWN

This work shall consist of rehabilitating existing lawn areas through resodding as shown on the plans or as directed by the Engineer.

The Contractors attention is directed to "Park Demolition and Removal", "Landscape Irrigation", and "Landscape" of the Standard Specifications and these Special Provisions.

Lawn irrigation system shall be installed, tested and adjusted prior to sod placement.

Resodding fields shall consist of removing existing vegetation, rotary tilling, amending, fertilizing, grading conforms to new installations as necessary, leveling, compacting, moistening the prepared areas, laying new sod, and rolling the newly sodded areas. All sod shall match existing.

All landscaping work shall be performed using commonly accepted industry practices and shall conform to the provisions in "Landscape" of the Standard Specifications. Landscaping includes all work necessary for the successful establishment and long term health of the sodded areas.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, soil preparation, placing sod and maintaining sod through initial establishment, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract price paid per square foot for "Rehabilitate Lawn" and no additional compensation will be allowed.

10-1.60 LANDSCAPING

This work shall consist of placing wood chip mulch material or ground cover plantings in all uncovered disturbed areas as shown on the plans or as directed by the Engineer.

Mulch shall be woody material in conformance with the requirements of “Mulch,” of the Standard Specifications. Woody materials shall consist of shredded cedar or redwood materials or clean processed cedar or redwood wood products. Deleterious materials such as rocks, glass, plastics, metals, clods, weeds, weed seeds, coarse objects, sticks larger than the specified particle size, salts, paint, petroleum products, pesticides or other chemical residues that would be harmful to plant or animal life shall not exceed 0.1 percent of the mulch volume.

At least 95% by volume of mulch material shall equal State Standard Specification particle size or 0.5 – 3 inches in length and not less than 0.5 inches in width and 0.125 inches in thickness.

Mulch shall be placed and spread from the outside of the proposed plant basin to the adjacent edges of shoulders, curbs, sidewalks, fences, plastic header board, and existing plantings to a uniform depth of approximately 3 inches.

Ground cover plantings shall be Vinca Minor “Dwarf Periwinkle”. Planter areas to receive ground cover shall be prepared by first removing all weeds and objectional material. Planting holes shall be selected at approximately 12” spacing, loosened 3-4” deep and amended with compost. Periwinkle plugs shall be planted in prepared holes, backfilled with amended soil and thoroughly watered.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of mulch, including, but not limited to placing, leveling, and spreading mulch in planter areas, as shown on the plans, as specified in the Standard Specifications, the Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price paid for “Landscaping” and no additional compensation will be allowed therefore.

10-1.61 SOFTBALL FIELD ARTIFICIAL TURF INSTALLATION

This work consists of the installation of complete artificial turf softball ball field system as shown on the plans or as directed by the Engineer.

The Contractor’s attention is directed to “Park Demolition and Removal” of these provisions for details regarding the removal of existing vegetation and irrigation systems.

The construction plans show the overall layouts, general schematics and basic elements of the artificial turf facility desired by the City. The contractor shall employ the services of a professional Designer to confirm and finalize all aspects of the artificial turf system design, layout, and specifications.

Installation of the turf softball field includes all earthwork, drainage system construction, geotextile placement, installation of base courses, installation of shock pad and synthetic turf. All work shall be furnished and installed using commonly accepted industry practices.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in artificial turf field installation shall be included in the contract lump sum price for “Softball Field Artificial Turf Installation” and no additional compensation will be allowed. Section 9-1.06 “Changed Quantity Payment Adjustments” of the Standard Specifications shall not apply to this Bid Item. The Contractor is made aware that this item is subject to deletion if bid alternate item “Softball Field Restoration” is accepted as the preferred contract work, or if no softball field work is directed to be done under this contract. It is understood that direction to proceed with the bid alternate “Softball Field Restoration” would include deletion of this “Softball Field Artificial Turf Installation” bid item.

10-1.61.1 TURF FIELD DEMOLITION AND EARTHWORK

Turf field demolition and earthwork includes, but is not limited to removal of existing irrigation system, removal and disposal of existing grass surfacing, topsoil stripping, excavating, stockpiling, and replacement, rough grading, filling, leveling, final grading and compacting, and preparing the subgrade suitably to install synthetic turf.

The Contractor’s attention is directed “Earthwork” of these provisions.

Areas identified on the plan to receive turf shall have the top 12” layer compacted to at least 95 percent relative compaction and shall be non-yielding to construction traffic. Removal and subsequent replacement of some material (i.e. areas of excessively wet materials, unstable subgrade, or pumping soils) may be required to obtain the minimum 95 percent compaction

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in turf field earthwork shall be included in the contract lump sum price for “Softball Field Artificial Turf Installation” and no additional compensation will be allowed.

10-1.61.2 TURF FIELD GEOTEXTILE FILTER FABRIC

The contractor shall provide geotextile fabric as shown on the plans. Fabric shall conform with the following minimum specifications.

Property	Test Method	Value
Grab Strength	ASTM D 4632	80 lb
Puncture Strength	ASTM D 4833	25 lb
Burst Strength	ASTM D 3786	130 In

Trapezoid Tear	ASTM D 4533	25 lb
Permeability	ASTM D 4491	0.1 cm/sec
Apparent Opening Size	ASTM D 4751	#50 Sieve Size
Permittivity	ASTM D 4491	

Geotextile filter fabric shall be installed with 6" overlap and stapled 6' on-center along seams. Staples are to be 6" staples

Full compensation for furnishing all labor, materials (including pipe and backfill material), tools, equipment, and incidentals, and for doing all the work involved in the installation of turf field geotextile filter fabric as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price for "Softball Field Artificial Turf Installation" and no additional compensation will be allowed.

10-1.61.3 TURF FIELD DRAINAGE SYSTEM

The contractor is to propose and construct a drainage system capable of adequately draining the entire softball field leaving no areas of standing water. The drainage system shall include softball field grades with a minimum of 1% slope in all directions, perforated subdrain lines and solid wall storm drain lines as required. All drainage shall be directed into the existing drainage infrastructure identified on the plans.

Perforated subdrain drainage pipe shall be high density polyethylene pipe (HDPE) 12" ADS pipe or as otherwise approved by the Engineer.

Solid wall storm drain drainage pipe shall be either high density polyethylene pipe (HDPE) or poly vinyl chloride (PVC) pipe and shall be circular, with smooth interior walls and a diameter as shown on the plans. HDPE pipe shall be Type S with corrugated exterior walls, as shown on the plans or as directed by the Engineer.

Drainage pipe shall be furnished and installed in conformance with the provisions of Section 64 "Plastic Pipe" of the Standard Specifications and these Special Provisions.

Subdrain trench drain rock Shall be ¾" x ½" crushed virgin (i.e. un-recycled) rock, and shall meet the following general graduation requirements.

Sieve Size	%Passing
1"	100
¾"	90-100
½"	10-40
3/8"	0-15
#4	0-5

The subdrain rock profile will extend from the bottom of the trench to the top of both sides of the subdrain trench, and to the top of rock elevation. For planarity purposes, a clean uniform 3/8" minus crushed stone material may be installed over the subdrain trench profile (max thickness one inch for this stone layer)

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill.

Full compensation for furnishing all labor, materials (including pipe and backfill material), tools, equipment, and incidentals, and for doing all the work involved in the installation of drainage pipe, including, but not limited to excavating, placing, joining, backfilling, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price for "Softball Field Artificial Turf Installation" and no additional compensation will be allowed.

10-1.61.4 TURF FIELD AGGREGATE BASE

This work shall include the placement and compaction of aggregate base in areas identified on the plan to receive turf that are outside the area of the subdrain trenches. The permeable base rock shall not be installed over the subdrain trench rock. Material shall be placed in 6" maximum lifts unless otherwise stated and compaction shall be at least 90-92% relative compaction.

Aggregate base shall be Class 2, (¾ inch) maximum grading, and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions. Aggregate base shall be processed to 95% relative compaction.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

Aggregate base shall not contain volcanic cinder material.

Aggregate base shall have at least 80% of the rock having two or more fractured surfaces evident.

If the required compacted depth of the base course exceeds 6", the base stone course shall be constructed in 2 or more layers or lifts of approximate equal thickness. Each layer must achieve a uniform 90% relative compaction. No compaction of greater than 93% relative compaction should be achieved.

Top of rock elevations shall be verified using laser-operation survey instruments. Refer to Conformance Surveying specifications for requirements. Contractor shall manually screed the top stone surface to ensure tolerances are met. Finish surface planarity shall be verified, and if necessary adjusted, by the Contractor using string line method. A mason's line held taught between two workmen separated by a distance of approximately 40 feet, shall be placed directly on the finished surface, parallel to the direction of greatest slope. A third workman shall check for separations between the mason's line and the finished surface that are equal to or greater than the specified tolerances. Areas of separation shall be outlined with marking paint and the depth of separation indicated. Entire finished surface shall be "walked" with mason's line in increments of approximately 3 feet. The final finished surface planarity shall be approved by the City Inspector and the Synthetic Turf Installer.

Once the top of the permeable rock base is installed and compacted, the Contractor shall conduct field permeability testing which will consist of a minimum of four controlled field permeability tests per synthetic turf field. Tests shall be by a single ring infiltrometer or equivalent test method. If the test does not achieve a minimum of 20 inches per hour, the Contractor shall provide within 48 hours a written repair procedure to correct the permeability deficiency. All repair work, including any associated delays, shall be the Contractor's sole responsibility. Any fine tuning of the field base due to the testing operations is the responsibility of the Contractor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of turf field aggregate base, including, but not limited to, placing, grading and compacting aggregate base as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price for "Softball Field Artificial Turf Installation" and no additional compensation will be allowed.

10-1.61.5 TURF FIELD SHOCK PAD AND SYNTHETIC TURF

This work includes the installation of the manufactured shock pad, synthetic turf and infill material. All material specs shall be submitted to and approved by the engineer prior to installation.

The manufactured shock pad shall be a Thermagreen 20mm thick shock pad a Hinged Versatile shock pad or an engineer approved equal. The contractor shall take measures to insure that the product is not exposed to the outdoor elements longer than the manufacturer's recommendations. Any product that exceeds this time duration shall be removed from the project site immediately at the contractor's expense. All sections of the shock pad shall be interlocked and/or connected to adjacent pieces in strict conformance with the manufacturer's recommendations.

Synthetic turf shall be polypropylene, or polyethylene fiber blends tufted into a polypropylene backing. Durability, resilience and feel shall meet accepted industry standards and specs for all material shall be submitted to and approved by the engineer.

Synthetic turf infill shall be granular pure cork system or a Corkonut (Coconut Fiber and Cork) and sand infill. Cork particle size shall be 0.8mm to 2.5mm with bulk densities of 8-12.5 LB/CF unless otherwise approved by the engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of turf field shock pad and synthetic turf, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price for "Softball Field Artificial Turf Installation" and no additional compensation will be allowed.

10-1.62 PERMIT COORDINATION

This work shall consist of required permit coordination for building and pool construction permits. Building permits will be required from the City of Grass Valley Building Department for the major structural and electrical installations including the Pool Mechanical Building, the Maintenance Building and the Restroom. Permitting of the Community Pool construction will be processed through Nevada County Environmental Health Department.

The City of Grass Valley will waive all City building permit fees. The City will pay all Nevada County permit fees.

The Contractor is responsible for the submittal of all shop drawings, plans, specifications, diagrams and calculations necessary to gain permit approval. Revisions, response to comments and follow up submittals may be required.

The Contractor's attention is directed to Section 4, "Beginning of Work, Time of Completion and Liquidated Damages" Approximately fifty working days are allocated into the project schedule for preparation of permit submittals and building permit approval. If the permit approval process continues beyond fifty days for reasons outside of the Contractor's control, the working days may be suspended or additional days added to the contract at no cost, as agreed upon by the Engineer and the Contractor.

The Engineer will coordinate with the City Building Department regarding items for which inspection may be delegated to Engineering and those items requiring inspection by the Building Official. For building construction inspection, particularly for the proposed pre-fab structures, the primary inspection by the Building Official will be electrical inspections.

The Contractor will coordinate with Environmental Health Department for those items requiring inspection by the County Official and for complying with all conditions of permit approval.

Full compensation for furnishing all labor, materials, and incidentals and for doing all the work involved in coordinating all aspects of the permitting process with City of Grass Valley and Nevada County Departments, as necessary for permit submittal, revision, resubmittal, approval, inspection and otherwise complying with all conditions of approval, shall be considered as included in the contract prices paid for the various items of work requiring permitting and no additional compensation will be allowed.

10-1.63 POOL – FINAL DESIGN, ENGINEERING AND INSPECTION

This work shall consist of the final design, engineering, and specification, as well as the coordination and scheduling of any special inspections for all pool equipment, components, and appurtenances.

The construction plans show the overall layouts, general schematics and basic equipment and functionality of the commercial aquatic facility desired by the City. The contractor shall employ the services of a Professional Engineer/Pool Designer to confirm and finalize all aspects of the pool facility design, included, but not limited to, equipment sizing and specification, treatment methods, chemical storage, control systems, heating system, electrical wiring and interconnection, valving, pipe sizing, pipe layout, inlet and return fitting sizing and placement, surge chamber sizing, and all miscellaneous pool components and appurtenances.

The Designer shall prepare proposed load diagrams, sizing calculations, flow controls, operating methods and a final equipment list and submit to the City for approval by the Engineer. A complete permit ready, pool construction plan set shall be prepared by the Contractor's Designer and submitted for approval, in compliance with Nevada County Environmental Health guidelines and in accordance with California Health and Safety Code, Building Code and Electrical Code. The Contractor's Engineer/Designer shall be the Engineer of Record for Public Swimming Pool design.

Final design of the mechanical building shall include a complete electrical design of all equipment, general electrical circuits (plugs and lights), panelboard, and all required subpanels and shutoffs.

No geo-technical report is currently available for the existing pool facility. The contractor may assume a worst case scenario or decide to perform a geo-technical evaluation as part of the design process in order to more precisely specify pool structural components and details.

If specific backfill compaction levels are specified in the design for structural components, the Contractor shall be responsible for special inspection and compaction testing needed to verify proper compaction results are achieved.

Full compensation for furnishing all labor, materials, and incidentals and for doing all the work involved in finalizing all aspects of the pool design, as necessary for a complete, safe, efficient and fully functional commercial aquatic facility shall be included in the contract lump sum price paid for "Pool – Final Design, Engineering, and Inspection" and no additional compensation will be allowed.

10-1.64 POOL – MECHANICAL BUILDING EXTERIOR RESTORATION

This work shall consist of the restoration of the exterior of the existing pool mechanical building as shown on the plans and as directed by the Engineer.

The Contractors attention is directed to "Paint" "Miscellaneous Metal" and "Building Construction" of the Standard Specifications and these Special Provisions.

The existing structure construction is CMU wall, wood framed roof with composite shingle roofing. Restoration work includes replacement of rotted and peeling fascia and trim boards with new Engineered Smart Trim; replacement of rusted grates and vents with new fixtures; caulking of trim and fixtures as necessary; patching of all abandoned wall and roof penetrations; flashing or sealing of all new penetrations; replacement of the roof material with new 30year composite shingles; and repainting of the entire exterior with two coats of exterior paint, two color contrasting tones to coordinate with other park buildings

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the restoration of the pool mechanical building, including, but not limited to fixture replacement, fascia replacement, roofing, sealing, cleaning, preparing, painting and finishing, shall be included in the contract lump sum price paid for "Pool – Mechanical Building Exterior Restoration" and no additional compensation will be allowed.

10-1.65 POOL – MECHANICAL BUILDING DEMOLITION AND STRUCTURAL

This work shall consist of demolition and removal work and structural improvements to the existing pool mechanical building as shown on the plans and as directed by the Engineer.

The Contractors attention is directed to "Concrete", "Paint" "Miscellaneous Metal" and "Building Construction" of the Standard Specifications and these Special Provisions.

The existing structure construction is CMU wall, concrete slab with metal access doors and a large roll up equipment door. Equipment is mounted on various pads, brackets, railing and directly anchored to the floor and walls.

All existing equipment, piping, conduit, equipment pads, brackets, anchors, hangers, doors, grates, vents, and appurtenances shall be demolished and removed or salvaged as shown on the plans.

Existing solar heating system and components shall be salvaged to the extent practical as approved by the Engineer. The two existing solar arrays heating the existing pool are expected to remain in place undisturbed throughout construction and be reconnected for use as supplemental heating for the new lap pool only. The supply and return pipes shall be capped during demolition work, as they leave the mechanical building and reconnected during equipment installation work.

Structural improvements include new dividing wall and ceiling construction, construction of new sections of CMU wall, removal of sections of CMU wall, patching of existing wall penetrations, coring of new wall penetrations installation of new commercial metal doors, vents, and a window, and construction of concrete equipment pads. Also included is saw cutting and removal of existing floor, trenching and excavation as necessary to install new floor drain and sink sewer system and new water service piping.

After demolition and structural improvements all concrete floor and wall surfaces shall be patched to cover and seal all holes, cracks, and spalls. Two coats of a thoro-seal or equal coating shall be applied to walls and the floor shall be skim coated with a cementitious, polymer modified micro topping.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the demolition and structural improvements of the pool mechanical building, including, but not limited to equipment removal, demolition and construction, trenching and backfill, and surface preparation, coating, sealing and finishing, shall be included in the contract lump sum price paid for "Pool – Mechanical Building Demolition and Structural" and no additional compensation will be allowed.

10-1.66 POOL – MECHANICAL BUILDING AND EQUIPMENT

This work shall consist of installation of new and salvaged equipment in the pool mechanical building as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Pool – Final Design, Engineering and Inspection" of these provisions. Final equipment selection, layout, functionality, interconnection, and installation methods shall be as proposed by the Contractor's Designer and as approved by the Engineer.

General mechanical building work includes all shelves, mounts, brackets, piping, conduit and miscellaneous components as well as floor drains, drain lines, water lines, sewer lines, hose bibbs, valves, fittings and appurtenances. Also included is the complete in place electrical and wiring work for new lights and plug circuits, fans, including switches, sensors, timers and miscellaneous control components.

Mechanical equipment work shall include installation of all pumps, filters, UV treatment, gas heaters, solar heating, chemical storage, chemical feeds, water testing, chemical controls, pump controls and all electrical, gas, and piping work, along with all associated valves, gages and appurtenances necessary for a complete fully-functional, and efficient commercial pool mechanical system.

Solar heating components salvaged for reuse shall be installed along with all necessary piping, isolation valves, sensors, controller and circulation pump necessary for proper and efficient solar heating system operation for the new lap pool.

Once installation is complete and equipment is started up, tested, and adjusted, a demonstration and training day shall be scheduled with City maintenance staff to discuss and explain all standard equipment operating methods, maintenance, and troubleshooting.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of pool mechanical equipment, including, but not limited to placing, mounting, anchoring, connecting, plumbing, wiring, testing, adjusting and training, shall be included in the contract lump sum price paid for "Pool – Mechanical Building and Equipment" and no additional compensation will be allowed.

10-1.67 POOL – DECK AND POOL DEMOLITION AND EXCAVATION

This work shall consist of demolition and removal work and excavation of the existing pool and deck area as shown on the plans and as directed by the Engineer.

The existing concrete pool and deck shall be completely removed and disposed of to the limits shown on the plans and as needed to construct the improvements shown. All existing piping, drains, anchors, footings, lights, poles, and miscellaneous components with the pool area shall be removed. Concrete thickness of the existing pool floor and footings is unknown and may require hammering in places to reduce to manageable sizes.

Excavation shall be accurately executed to the limits and depths shown, as needed to construct the two new pools and avoid extraneous concrete. Suitable material that can be salvaged for use as fill and grading in other areas of the pool facility or within the park may be reused as approved by the Engineer. Ground water may be encountered at depths below four feet and dewatering may be required in some areas and at certain times of the year.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the demolition and excavation for the new pools shall be included in the contract lump sum price paid for "Pool – Deck and Pool Demolition and Excavation" and no additional compensation will be allowed.

10-1.68 POOL – PIPING, CONDUIT AND UTILITIES

This work shall consist of trenching and installation of all pool water pipes, electrical conduits, drainage pipes, and drainage grates as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Pool – Final Design, Engineering and Inspection" of these provisions. Final pipe sizing, layout, functionality, and interconnection shall be as proposed by the Contractor's Designer and as approved by the Engineer.

The Contractor's attention is directed to "Plastic Pipe", "Miscellaneous Drainage Facilities" and "Miscellaneous Metal" of the Standard Specifications and these Special Provisions.

Trench excavation shall be accurately executed to the limits and depths necessary to install the improvements shown. Suitable material that can be salvaged for use as fill and grading in other areas of the pool facility or within the park may be reused as approved by the Engineer. Ground water may be encountered at depths below four feet and dewatering may be required in some areas and at certain times of the year.

All below grade piping and conduit shall be Schedule 40 PVC. Above grade piping and conduit shall be Schedule 80 PVC.

Drainage boxes shall be Christy V05 with cast iron grate or approved equal.

Full compensation for furnishing all labor, materials (including all pipe, fittings, grates, glue and appurtenances), tools, equipment, and incidentals and for doing all the work involved in underground pool piping and conduit installation including, but not limited to trenching, placing, fitting, connecting, backfill, testing, shall be included in the contract lump sum price paid for "Pool – Piping Conduit and Utilities" and no additional compensation will be allowed.

10-1.69 POOL – SURGE CHAMBER

This work shall consist of installing a pool underground surge chamber tank as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Pool – Final Design, Engineering and Inspection" of these provisions. Final tank sizing, layout, functionality, and interconnection shall be as proposed by the Contractor's Designer and as approved by the Engineer.

Tank excavation shall be accurately executed to the limits and depths necessary to install the improvements shown. Suitable material that can be salvaged for use as fill and grading in other areas of the pool facility or within the park may be reused as approved by the Engineer. Ground water may be encountered at depths below four feet and dewatering may be required in some areas and at certain times of the year.

Pool surge chamber shall be food grade, high-density polyethylene, potable water type underground tank designed for complete burial. The contractor may propose alternate fiberglass or concrete tanks as an option.

Inlet and outlet pipes shall be attached with watertight connections. The number and size of pipes shall be as proposed by the Contractor's Designer to include gutter outlets, main drain suction, filter supply and autofill system.

Suitable valves, sensors and float valves shall be installed to provide system feedback, control, and isolation.

A manway access hatch/cover shall be set flush with pool deck finish grade.

Full compensation for furnishing all labor, materials (including all pipe, fittings, sensors and appurtenances), tools, equipment, and incidentals and for doing all the work involved in surge chamber installation including, but not limited to excavation, bedding, placing, fitting, connecting, backfill, testing, and adjustment shall be included in the contract lump sum price paid for "Pool – Surge Chamber (Type)" and no additional compensation will be allowed.

10-1.70 POOL – RETAINING WALL FOOTING

This work shall consist of installing the reinforced concrete foundation and seat wall for the CMU retaining wall abutting the pool deck, as shown on the plans and in conformance with these Special Provisions.

The Contractor's attention is directed to "Concrete" and "Reinforcement" of the Standard Specifications and these Special Provisions.

Aggregate for minor concrete shall conform to the Standard Specifications unless otherwise specified and shall conform to the combined aggregate grading limits in "Combined Aggregate Gradation," of the Standard Specifications.

Concrete shall be placed at the locations shown on the plans, struck off and compacted until a layer of mortar is brought to the surface. The concrete shall be screeded to the required grade and cross section and floated to a uniform surface. Surfaces to remain exposed shall be troweled and cleanly finished to eliminate bubbles, exposed aggregate, streaks, spots, and blemishes.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of concrete retaining wall footings including, but not limited to: subgrade preparation; forming, constructing and finishing concrete footings and walls, shall be included in the contract price paid per lineal foot for "Pool - Retaining Wall Footing" and no additional compensation will be allowed.

10-1.71 POOL – WALL STAIRS AND FLOOR

This work shall consist of construction of the new concrete pool walls, stairs, floor, and surge gutters for both the lap and activity pool as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Concrete", "Reinforcement" and "Miscellaneous Metal" and of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to "Pool – Final Design, Engineering and Inspection" of these provisions. Final return and inlet fittings and drain sizing, layout, and interconnection shall be as proposed by the Contractor's Designer and as approved by the Engineer.

Reinforcing bars shall be placed to the dimensions shown on the plans and suitably tied off and secured. Rebar inspection shall be scheduled 3 days in advance of shotcrete application.

Construction of the concrete pool shall include placement and wet setting of all drains, return and inlet fittings, anchors, brackets, lights, and equipment.

Concrete shall be placed using shotcrete application to the limits and profiles shown on the plans including all contours, cutouts, and conforms necessary.

Following proper finishing and curing, and once all mechanical equipment is fully operational, concrete pool surfaces shall be finished with white plaster topcoat or tiling as shown on the plans. Plaster shall be comprised of white Portland cement and Georgia marble pool aggregate or approved equal. Float plaster to a uniform plane and trowel to a smooth, dense, impervious surface using care to avoid stains. Accurately conform to all tiles, fittings, lights, and anchors to provide a clean, seamless, leak proof seal.

After the plaster has sufficiently dried and before drying to a damaging point, cure the plaster by gradually filling the pool with water. Continue filling and monitoring pool water level and keeping all plaster surfaces damp during warm periods. For the first fourteen days after placement, monitor and brush plaster surfaces daily.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the construction of concrete pools, including, but not limited to equipment rebar placement and tying, forming, preparation, shotcrete application, plaster application, finishing, curing, monitoring and maintaining, shall be included in the contract lump sum price paid for "Pool – Walls, Stairs, and Floor" and no additional compensation will be allowed.

10-1.72 POOL – DECK

This work shall consist of construction of the new concrete pool deck surrounding the completed pools, as shown on the plans, and as directed by the Engineer.

The Contractor's attention is directed to "Concrete", "Reinforcement" and "Miscellaneous Metal" and of the Standard Specifications and these Special Provisions.

Reinforcing bars shall be placed to the dimensions shown on the plans and suitably tied off and secured. Rebar inspection shall be scheduled 3 days in advance of concrete placement.

Construction of the concrete pool deck shall include placement and wet setting of all drains, fittings, anchors, brackets, and equipment. Concrete shall be placed, struck off and compacted until a layer of mortar is brought to the surface. The concrete shall be screeded to the required grade and cross section and floated to a uniform surface, carefully finished, and cured.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the construction of the concrete pool deck, including, but not limited to equipment rebar placement and tying, forming, preparation, concrete placement, finishing, and curing, shall be included in the contract lump sum price paid for "Pool – Deck" and no additional compensation will be allowed.

10-1.73 POOL – RAIL

This work shall consist of construction of the new handrail and grabrail surrounding and entering the completed pools and on concrete stairs adjacent to pool deck, as shown on the plans, and as directed by the Engineer.

The Contractor's attention is directed to "Pool – Deck", "Concrete", "Reinforcement" and "Miscellaneous Metal" of the Standard Specifications and these Special Provisions.

Pool handrail shall be Pentair Paragon 1.9" x 0.109" Stair Rail or approved equal. Pool grabrail shall be Pentair Paragon 30302 Grabrail or approved equal. Rail shall be installed in compliance with the manufacturer's recommendations and the details on the plans.

Stair handrail for perimeter pool deck access stairs shall be 1½" tubular aluminum railing, custom fit to match stair dimensions and meet Building Code requirements. Handrail shall be mounted to vertical posts or anchored to concrete walls as appropriate.

Reinforcing bars shall be placed to the dimensions shown on the plans and suitably tied off and secured. Rebar inspection shall be scheduled 3 days in advance of concrete placement.

Rail anchors shall be placed per the manufacturer in a concrete footing, wet set as the pool deck or stairs are poured.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of pool rails shall be included in the contract unit price paid for each “Pool – Rail (Type)” and no additional compensation will be allowed.

10-1.74 POOL – ACCESS LIFT

This work shall consist of installing an ADA compliant pool access lift, as shown on the plans and in conformance with these Special Provisions.

The Contractors attention is directed to “Concrete” and “Pool – Deck” of the Standard Specifications and these Special Provisions.

Pool access lift shall be Pentair Aquatram, or approved equal, installed in compliance with the manufacturer’s recommendations

Lift anchors shall be placed per the manufacturer in a concrete footing, wet set as the pool deck is poured.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of ADA compliant pool access lift shall be included in the contract unit price paid for each “Pool – Access Lift” and no additional compensation will be allowed.

10-1.75 POOL – STARTING BLOCK

This work shall consist of installing a competitive swimming starting platform as shown on the plans and in conformance with these Special Provisions.

The Contractors attention is directed to “Concrete” and “Pool – Deck” of the Standard Specifications and these Special Provisions.

Pool starting platform shall be Pentair Paragon Long Reach Standard Competitor with Track Start top, or approved equal, installed in compliance with the manufacturer’s recommendations.

Lift anchors shall be placed per the manufacturer in a concrete footing, wet set as the pool deck is poured.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of pool starting blocks shall be included in the contract unit price paid for each “Pool – Starting Block” and no additional compensation will be allowed.

10-1.76 POOL – STANCHION AND PENNANT LINES

This work shall consist of installing a competitive swimming backstroke lines as shown on the plans and in conformance with these Special Provisions.

The Contractors attention is directed to “Concrete” and “Pool – Deck” of the Standard Specifications and these Special Provisions.

Pool stanchion anchors shall be Pentair Paragon Stanchion Socket, Stainless Steel. Pool stanchions shall be Pentair Paragon 8’ stainless steel Stanchion, Sliding Collar with Eye Bolt, or approved equal, installed in compliance with the manufacturer’s recommendations. Backstroke lines shall be Pentair Paragon Backstroke Line 12”x18” Pennants.

Post anchors shall be placed per the manufacturer in a concrete footing, wet set as the pool deck is poured.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of pool stanchions, anchors and pennant lines shall be included in the contract lump sum price paid for “Pool – Stanchion and Pennant Lines” and no additional compensation will be allowed.

10-1.77 POOL – COVER AND REEL

This work shall consist of providing pool covers and reel systems suitable to cover all exposed pool areas as shown on the plans and in conformance with these Special Provisions.

Pool covers shall be three-layer composite, laminated pool blanket, with woven high-density UV stabilized polyethylene outer layer with cross-linked polyethylene foam middle layer. Pool cover shall be Lincoln Aquatics 1212DLX ThermGard or approved equal.

Pool cover storage reel shall be stainless steel 1.9” OD tubing construction with 4” diameter winding tubes.

Storage reel for lap pool shall be triple shafted winder, 20’ wide (or as required), with triple-reel power drive system, as manufacturer by Lincoln Aquatics, or approved equal.

Storage reel for lap pool shall be double shafted winder, 13’ wide (or as required), as manufacturer by Lincoln Aquatics, or approved equal.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the providing new pool cover systems, complete with appropriately sized covers and reels (with power drive system as described) shall be included in the contract lump sum price paid for “Pool – Cover and Reel (Pool Type)” and no additional compensation will be allowed.

10-1.78 POOL – DECK LIGHTING

This work shall consist of installing a LED pool deck area lighting system as shown on the plans and in conformance with these Special Provisions.

The Contractors attention is directed to “Concrete”, “Pool – Deck” and “Pool – Piping, Conduit & Utilities” of the Standard Specifications and these Special Provisions.

Light footing and pole shall consist of the complete installation of a 4” diameter, 16’ tall steel pole on a concrete footing, as shown on the plans or as directed by the Engineer. High strength anchor bolts shall be wet set into concrete footings to the proper embedment and exposed height as necessary to mount pole base plate, as shown on the plans, as recommended by the manufacturer, and as directed by the Engineer. Footing anchors shall be placed in concrete footing prior to or as the pool deck is poured. Electrical conduit shall be installed in concrete footings as shown on the plans and as specified in “Electrical Conduit” of these Special Provisions. Footing location and base plate cover exposure shall be carefully located and adjusted to ensure optimum placement in relation to final pool area for safety and accessibility.

Steel pole shall conform to the provisions in "Overhead Sign Structures, Standards and Poles," of the Standard Specifications, and these special provisions. Pole shall be black to match associated light assemblies of these Special Provisions. Approved hardware, connectors, base plate, and base plate cover shall be installed as shown on the plans, as recommended by the manufacturer, and as directed by the Engineer.

LED lights shall be cool white, die-formed black powder coated aluminum housing, single fixture with matching pole top hub and bracket, installed with stainless steel hardware on top of steel poles.

LED lighting system shall be LSI Industries, 165W Mirada Small Area Light (MRS) on 4” diameter steel, straight round pole (4RP) or approved equals.

Pool deck lighting shall be connected in series, in appropriately sized conduit, routed to the electrical panel at the pool mechanical building. Suitable switches, timers and motion sensors shall be installed to enable proper control.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of pool deck lighting, including, but not limited to excavation, conduit placement, backfill, footing construction, anchoring, assembly, wiring, testing and adjustment shall be included in the contract unit price paid for each “Pool – Deck Lighting” and no additional compensation will be allowed.

10-1.79 NOTIFICATION AND SCHEDULING

The Contractor shall deliver a “NOTICE” to all residents and businesses of properties adjacent to the project streets and those on connecting streets that have no other means of accessing their properties but through the project or are otherwise adversely affected by the scheduled project operations. The Contractor will provide a standard “NOTICE” form in sufficient numbers to permit distribution to all homes and businesses within a 500 foot radius of the project site. The Contractor will complete the “NOTICE” forms by entering the name of the firm, local and toll free telephone number, date of issuance, and shall indicate on the notice street closures, traffic control measure or outages that are expected to be in place.

“NOTICE” forms shall be issued to the affected properties no later than forty-eight (48) hours prior to the work. The Contractor shall be responsible for removing any “NOTICES” that were not removed by the resident or business after all work is completed by the Contractor or as directed by the Engineer. Any costs associated with towing of vehicles in the way of construction shall be borne by the Contractor. “NOTICE” shall not be left in mailboxes, per Section PO 11.2.1 of the Domestic Mail Manual (DMM). The Contractor shall be held liable for any fines.

The Contractor shall coordinate with the Engineer to notify the Police Department, Fire Department, Ambulance Service, Waste Management, Post Office, Durham Transportation, and Gold Country Stage forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the “SCHEDULING” portion of the Standard Specifications. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

None of the provisions specified herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work which will not interfere with the use of existing streets.

Full compensation for all work associated with furnishing, distributing and removal, as required, of all notices; for contacting and coordinating with applicable agencies, schools, etc; and for all incidentals of work required within this “Notification and Scheduling” section will be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed.

NOTICE

Date Delivered: _____

Dear Property Owner:

In the interest of minimizing the inconvenience caused by the CDBG Memorial Park Facilities Improvement Project, we are providing you at least 48 hours' notice that the following work is proposed to be done in the vicinity of your property or affecting access to your property beginning on _____ from _____ a.m./p.m. to _____ a.m./p.m.:

_____ Underground Utilities

_____ Concrete Construction

_____ Street Paving

_____ Other:

We appreciate your patience and cooperation while this work is underway.

Please call (____) _____ – _____ to contact the Contractor if you have any questions or wish additional information regarding this work, or contact the City of Grass Valley Engineering Division at (530) 274-4373.

Contractor's Name

10-1.80 RECORD DRAWINGS

The Contractor shall keep accurate records on a set of project prints (24" x 36") of all additions and deletions of the work, and all of the changes in location, elevation, and character of the work not otherwise shown or noted on the contract plans. The City will furnish three (3) sets of full size prints for the "Record Drawings" plans at no cost to the Contractor.

"Record Drawings" construction plans shall be provided to the City after completion of the project. Two (2) copies shall be provided with changes to the original contract work shown in red color. The Contractor shall transmit these "Record Drawings" plans to the Engineer for approval. Details to be shown on the "Record Drawings" plans shall include, but not be limited to, type, quantity, and location of pipe runs, location and elevations of facilities, and any other modifications, additions or adjustments to any other facilities in the project.

"Record Drawings" construction plans shall be signed and dated by the Contractor or the Subcontractor that actually constructed the facility. In addition, company names of the Contractor and Subcontractors shall be added to the title sheet.

The cost of record keeping to provide the information for these "Record Drawings" plans and all work associated with preparing accurate "Record Drawings" construction plans shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.81 RECREATION BUILDING (BID ALTERNATE #1)

This work shall include the production of shop drawings, construction and erection of a permanent recreation building on concrete pad, with surrounding concrete sidewalk, as shown on the plans and as directed by the Engineer.

The Contractors attention is directed to "Concrete", "Reinforcement", "Paint" and "Building Construction" of the Standard Specifications and these Special Provisions.

The contractor shall obtain all necessary building permits and adhere to all local building, fire, and Title 24 codes. All work shall be furnished and installed using commonly accepted industry practices. Prefabricated construction methods are preferred although the contractor may propose alternate construction methods as needed to fit site conditions and simplify construction.

The recreation building shall include a large recreation room, a utility and janitor's closet, one all gender restroom, an office space and a reception lobby as schematically shown on the plans.

The building foundation shall be a reinforced concrete mat foundation. Interior flooring shall be carpet in common areas and concrete in the bathroom, lobby, and janitor's closet. Building walls anchored into the foundation shall be timber framing with sheathing on both sides housing batt insulation. Decorative sidings shall be fiber reinforced concrete and manufactured stone sidings. Interior wall surfaces and ceilings shall be covered with gypsum board. The building roof shall be a timber truss system. The roof section shall have rigid insulation housed by oriented strand board sheathing on top and plywood sheathing on bottom. The roof fascia shall be wood. Exterior roof panels shall be 26 GA. metal panels.

All decorative sidings, exterior finishes, textures, styles, and color schemes, including wood lap siding, wood trim, wood fascia, manufactured stone wainscot and corrugate metal, shall be of similar style as the existing pool building to remain and shall be submitted to and approved by the engineer before construction.

The building shall include a water heater capable of supplying hot water to all interior sinks and shall include interior and exterior LED lighting adhering to Title 24 requirements.

Doors shall be stainless steel units with deadbolt locking systems and appropriate Title 24 restroom signage where applicable.

The restroom shall include one toilet, one handwashing sink with mirror, soap dispenser, electric hand dryer. The restroom shall also include and a baby changing table and a wall mounted stainless steel waste bin. The toilet shall be ADA compliant with stainless steel grab bars and three roll stainless steel wall mounted toilet paper holders adjacent to it.

Building utilities shall be installed via the utility chase identified on the plans. All utility hook ups (water, sewer, electrical) shall considered as included in the alternate bid item work, unless otherwise shown on the plans to be installed with the primary project scope of work.

The final design is to be determined through consultation with the Engineer. All final designs shall be submitted to and approved by the Engineer prior to construction.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and furnishing and doing all the work involved in the design and construction of the recreation building including, but not limited to: structural and architectural drawing production, subgrade preparation, leveling, and compaction, utility hookups, building construction, installing all lighting and plumbing, painting, caulking and finishing, startup and testing, as well as associated concrete sidewalk construction and finishing work surrounding the building, shall be included in the contract lump sum price for "Recreation Building" and no additional compensation will be allowed.

10-1.82 SOFTBALL FIELD RESTORATION (BID ALTERNATE #2)

This work shall consist of the construction of a restored grass softball field in place of the artificial turf field installation bid item, as shown on the plans and as directed by the Engineer.

The contractor's attention is directed to "Landscape Irrigation," "Rehabilitate Lawn" and "Drainage Pipe" of these provisions. New field irrigation shall be installed in the softball field in accordance with "Landscape Irrigation". New sod surfacing shall be completed in softball field in accordance with "Rehabilitate Lawn".

The contractor shall properly grade the prepared subgrade and install a functional drainage system (French drain and/or area drains) in the field to relieve the buildup of surface and sub-surface water and eliminate standing water on the field, primarily as currently exists in the softball outfield area. Raising of the field elevation with native fill may be necessary in areas to achieve suitably sloped surfaces, necessary to shed water. Drainage systems shall be sloped to daylight to drain or shall be tied in to existing drainage infrastructure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, grading, backfill and levelling, replacement of irrigation system, drainage system improvements, and soil preparation, levelling, compacting, placing sod, and watering as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract lump sum price paid for "Softball Field Restoration" and no additional compensation will be allowed.

At the City's discretion and as agreed upon with the contractor, the City may choose to proceed with either the included bid item for artificial turf installation "Softball Field Artificial Turf Installation", this bid alternate sod installation "Softball Field Restoration" or no softball field improvements at this time. It is understood that direction to proceed with "Softball Field Restoration" would include deletion of the "Softball Field Artificial Turf Installation" bid item.

APPENDIX A – CONSTRUCTION CONTRACT

CONTRACT NO. _____

**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONSTRUCTION CONTRACT

THIS CONTRACT is made on the date set forth below, by and between the CITY OF GRASS VALLEY, a municipal corporation within the State of California (hereinafter "CITY"), and _____, a type in business form and state of license i.e. California Corporation, (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

ARTICLE 1: SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. _____ entitled: CDBG MEMORIAL PARK FACILITIES IMPROVEMENT PROJECT, PROJECT NO. 20-05, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the CITY, or its representatives.

ARTICLE 2: CONTRACT PRICE

- 2.1. The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of _____ (\$ _____) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

- 3.1. The complete Contract consists of the following documents, to wit:
 - Notice to Contractors
 - Executed Proposal, including the Bidder's Bond
 - Construction Contract
 - Project Plans for this Project
 - Special Provisions for this Project
 - City of Grass Valley Improvement Standards (latest edition)
 - Caltrans Standard Specifications (latest edition)
 - Caltrans Standard Plans (latest edition)
 - Manual on Uniform Traffic Control Devices and California Supplement
 - Equipment Rental Rates and General Prevailing Wage Rates of the State of California, Department of Transportation, and where applicable, Federal wage rates and Section 14 Federal Fund S enclosures
 - Executed Performance Bond
 - Executed Labor and Materials Bond
 - Certification Labor Code Section 1861
 - List of Subcontractors
 - HUD-92554N Supplementary Conditions
 - Weekly Payroll Certification Form
 - Standard Equal Opportunity Clause
 - Equal Opportunity Specifications
 - Section 3 Clause

- 3.2. Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES

- 4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the City Engineer, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **two hundred fifty working days** after said commencement date, as adjusted and provided for in the Contract Documents.
- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by CITY. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY five hundred dollars (\$500.00) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 Liquidated Damages, dated 2015.

ARTICLE 5: INDEMNITY & HOLD HARMLESS

- 5.1. The CITY, and all officers, agents, employees, outside parties hired to inspect and/or design the work, and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time prior to its acceptance.
- 5.3. The CONTRACTOR shall indemnify and save harmless the CITY, and its officials, officers, agents, employees, or consultants and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, from all claims, suits, or actions of every name, kind, and description, whether actual or alleged, brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except where caused by the sole and active negligence or willful misconduct of the City, its officials, officers, agents, employees, consultants and volunteers. The duty of CONTRACTOR to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the CITY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth

above, regardless of the existence or degree of fault or negligence on the part of the CITY, the CONTRACTOR, the subcontractors or employees of any of these, other than the sole or gross negligence of the CITY, its officials, officers, employees, agents, consultants, or volunteers.

ARTICLE 6: INSURANCE

- 6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted. The Current evidence of coverage provided to the City shall be for the entire required period of insurance, including the one (1) year warranty period.

6.1.1 Any deductibles must be declared to, and approved by, the City.

- 6.2. In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

6.3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

- 6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work.

- 6.3.b. By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.

- 6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

- 6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars (\$1,000,000) each accident for bodily injury by accident
- One Million dollars (\$1,000,000) policy limit for bodily injury by disease
- One Million dollars (\$1,000,000) each employee for bodily injury by disease

- 6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

- 6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed

without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.

6.4. GENERAL LIABILITY INSURANCE:

6.4.a. Commercial General Liability insurance no less broad than ISO form CG 00 01, covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

6.4.c. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:
 - One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One Million dollars (\$1,000,000) for Personal Injury Liability
 - Two Million dollars (\$2,000,000) for Products-Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).
3. If CONTRACTOR maintains higher limits than the specified minimum limits above, the City shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

6.4.d. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:
 - One Million dollars (\$1,000,000) each Occurrence (combined single limit for bodily injury and property damage)
 - One Million dollars (\$1,000,000) for Personal Injury Liability
 - Two Million dollars (\$2,000,000) Aggregate for Products Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the Contract in

order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

6.5. CONFORMITY OF COVERAGES:

- 6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

6.6. ADDITIONAL REQUIREMENTS:

- 6.6.a. Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- 6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.
- 6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- 6.6.e. Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.
- 6.6.f. Project Reference: The Commercial General Certificate of Insurance must reference the project specifically by project title.

6.7. ENDORSEMENTS:

- 6.7.a. Each Commercial General Liability policy shall be endorsed with the following specific language:

Cancellation Notice: "Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense.

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley.

"Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City, its officers, officials, employees, agents and volunteers shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. The City shall continue to be an additional insured for completed operations for (1) year after completion of the work.

The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).

The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.

The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

6.8. AUTOMOBILE LIABILITY INSURANCE:

6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

6.8.b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

6.8 c. Endorsements: The City shall be named additional insured.

6.8 d. Required Evidence of Coverage: Properly completed Certificate of Insurance.

ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS

7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

ARTICLE 8: BOND REQUIREMENTS

8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the CITY. CITY shall retain the Performance Bond for a one-year guarantee period from the date of the CITY'S acceptance of the work.

8.2. The bonds shall be obtained from a California admitted surety that is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by CITY.

8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.

8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

ARTICLE 9: COMPLIANCE WITH LAWS

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless specifically stated elsewhere in the Contract Documents to be obtained by CITY) and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by CITY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order, or decree, the CONTRACTOR shall forthwith report the same to the CITY in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to CITY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to CITY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.
- 9.4. CONTRACTOR is required to ensure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to ensure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5. CONTRACTOR is required to comply with Health & Safety Sections 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.

ARTICLE 10: PROGRESS SCHEDULE

- 10.1. The CONTRACTOR shall submit within ten (10) days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The CITY may submit comments on the work schedule. Acceptance of the schedule by CITY shall not constitute approval of the Plan by CONTRACTOR for completion of the work.
- 10.2. The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.
- 10.3. No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls ten (10) working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on

schedule.

ARTICLE 11: PROMPT PAYMENT PROVISIONS

- 11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.
- 11.2. If CITY fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 11.3. CITY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT

- 12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 13: PREVAILING WAGES

- 13.1. CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7 of the Department of Transportation Standard Specifications and these Contract Documents.

ARTICLE 14: SEVERABILITY.

- 14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

ARTICLE 15: COMPLETE AGREEMENT

- 15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

ARTICLE 16: INTERPRETATION

- 16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the

Contract.

- 16.2.** In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

ARTICLE 17: GOVERNING LAW

- 17.1.** This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Nevada, State of California. Contractor waives any federal court removal rights it may have pursuant to any applicable law.

ARTICLE 18: BID ITEMS

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1		
2	Traffic Control System	LS	1		
3	Park Demolition and Removal	LS	1		
4	Tree Removal	EA	6		
5	Water Main Line (6" PVC)	LF	840		
6	Water Main Tee Assembly (6")	EA	4		
7	Gate Valve and Box (6")	EA	5		
8	Backflow Preventer (2")	EA	2		
9	Water Service Line (2")	LF	230		
10	Water Service Line (1")	LF	55		
11	Fire Hydrant Line	LF	10		
12	Water Main Tap and Saddle	EA	5		
13	Abandon Existing Water Lines	LS	1		
14	Landscape Irrigation	LS	1		
15	Area Drain Inlet	EA	9		
16	Drainage Inlet	EA	1		
17	Drainage Pipe (6" HDPE)	LF	303		
18	Drainage Pipe (3" PVC)	LF	10		
19	Electrical Conduit (1" PVC)	LF	380		
20	Electrical Conduit (2" PVC)	LF	240		
21	Electrical Conduit (3" PVC)	LF	1000		
22	Pull Box	EA	12		
23	Reconnect Existing Electrical Equipment	LS	1		
24	PGE Coordination	LS	1		
25	Electrical Meter Pedestal	EA	1		
26	Electrical Panelboard and Circuit Breakers	LS	1		
27	Parking Lot Lighting	EA	5		
28	Relocate Gas Meter Assembly	LS	1		
29	Sewer Service Line (4" PVC)	LF	25		
30	Sewer Cleanout and Backflow Preventer	EA	2		
31	Aggregate Base	CY	420		
32	Detectable Warning Surface	EA	4		
33	Minor Concrete - Sidewalk, Slab, Curb Ramp	SF	6905		
34	Minor Concrete - Playing Court	SF	9125		
35	Minor Concrete - Curb	LF	525		
36	Minor Concrete - Retaining Curb	LF	80		

37	Minor Concrete - Valley Gutter	SF	72		
38	Minor Concrete - Stairs	LS	1		
39	CMU Retaining Wall	SF	750		
40	Landscape Block Wall	SF	65		
41	Trash Enclosure	EA	1		
42	Remove and Replace HMA (2" Depth)	SY	3215		
43	Hot Mix Asphalt (3" Depth)	SY	655		
44	Adjust Utility Cover to Grade	EA	11		
45	Chain Link (10' Perimeter Fence)	LF	290		
46	Chain Link (6' Perimeter Fence)	LF	110		
47	Chain Link (6' Privacy Fence w/ slats)	LF	425		
48	Chain Link (5' Dividing Fence)	LF	30		
49	Chain Link (4' Access Gate)	EA	4		
50	Chain Link (12' Double Gate)	EA	1		
51	Concrete Bumper	EA	20		
52	Thermoplastic Traffic Stripes	LF	1630		
53	Thermoplastic Traffic Markings	SF	350		
54	Acrylic Coating System	SF	8980		
55	Painted Court Markings	LS	1		
56	Pickleball Net Assembly	EA	2		
57	Basketball Hoop and Post Assembly	EA	2		
58	Lean-to Storage Enclosure	LS	1		
59	Maintenance Building	LS	1		
60	Restroom Building	LS	1		
61	Rehabilitate Lawn	SF	14000		
62	Landscaping	LS	1		
63	Softball Field Artificial Turf Installation	LS	1		
64	Pool - Final Design, Engineering & Inspection	LS	1		
65	Pool - Mechanical Building Exterior Restoration	LS	1		
66	Pool - Mechanical Building Demolition & Structural	LS	1		
67	Pool - Mechanical Building and Equipment	LS	1		
68	Pool - Deck & Pool Demolition, Excavation	LS	1		
69	Pool - Piping, Conduit & Utilities	LS	1		
70	Pool - Surge Chamber (Lap Pool)	EA	1		
71	Pool - Surge Chamber (Activity Pool)	EA	1		
72	Pool - Retaining Wall Footing	LF	155		
73	Pool - Wall, Stairs & Floor	LS	1		
74	Pool - Deck	LS	1		
75	Pool - Rail (Hand)	EA	4		
76	Pool - Rail (Grab)	EA	8		

77	Pool - Rail (Stair)	EA	2		
78	Pool - Access Lift	EA	1		
79	Pool - Starting Block	EA	8		
80	Pool - Stanchion and Pennant Lines	LS	1		
81	Pool - Cover & Reel (Lap)	LS	1		
82	Pool - Cover & Reel (Activity)	LS	1		
83	Pool – Deck Lighting	EA	6		

TOTAL COST: \$_____

ARTICLE 19: ADDITIVE BID ITEMS

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
A1	Recreation Building	LS	1		
A2	Softball Field Restoration	LS	1		

TOTAL COST (BID ITEMS PLUS A1, A2): \$_____

Name of Contractor/Company

WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

"CITY"

CITY OF GRASS VALLEY

By: _____
Ben Aguilar, Mayor

Date: _____

Award of Contract No. _____
By the City Council On:

Date: _____

APPROVED AS TO PROCEDURE

By: _____
Bjorn P. Jones, PE
Assistant City Engineer

Date: _____

APPROVED AS TO FORM

By: _____
Michael G. Colantuono
City Attorney

Date: _____

ATTEST:

By: _____
Taylor Day
Deputy City Clerk

Date: _____

"CONTRACTOR"

(Type full legal name of contractor, entity
type, state of organization here)

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Officer Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

**Licensed in accordance with an act
providing for the registration of
Contractors,**

Contractor's License Number: _____

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract "

ATTACHMENTS

1. Certification Labor Code Section 1861
2. Bond for Labor & Materials
3. Bond for Faithful Performance
4. List of Subcontractors

CERTIFICATION
LABOR CODE SECTION 1861

STATE OF CALIFORNIA
CITY OF GRASS VALLEY

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Executed at : _____

On: _____

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

CONTRACTOR - EMPLOYER

BY: _____

PRINT NAME: _____

TITLE: _____

BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, CITY OF GRASS VALLEY, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to _____, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

CDBG MEMORIAL PARK FACILITIES IMPROVEMENT PROJECT, PROJECT NO. 20-05

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and _____ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of _____ Dollars (\$_____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 9100, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 9554, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons referred to in Civil Code 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 8608 and 9566.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120.

*SURETY Attorney-In-Fact
(Signature must be notarized)
Date: _____

CONTRACTOR
(Signature must be notarized)
Date: _____

Address of Surety: _____

*** ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS THAT WE _____,
the Contractor in the Contract hereto annexed, as principal, and _____
as Surety are held and firmly bound unto the City of Grass Valley in the sum of
_____ Dollars (\$_____) lawful money of the United
States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by
these presents

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the CITY, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of **CDBG MEMORIAL PARK FACILITIES IMPROVEMENT PROJECT, PROJECT NO. 20-05** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

*SURETY Attorney-In-Fact
(Signature must be notarized)
Date: _____

CONTRACTOR
(Signature must be notarized)
Date: _____

Address of Surety: _____

***ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

LIST OF SUBCONTRACTORS

The Contractor shall list the name, address, and contractor's license classification and number of each Subcontractor required to be listed by Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the bidder proposes to subcontract portions of the work. ***The California contractor license designation and number shall be included for all subcontractors doing work in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000.00), whichever is greater.***

Subcontractor Name, Address & Email	License Designation Number	Description of Portion of Work Contracted With Applicable Bid Item(s)	% of Work per Bid Item	Dollar Amount of Work

APPENDIX B – PREVAILING WAGE DETERMINATIONS

"General Decision Number: CA20210007 04/23/2021

Superseded General Decision Number: CA20200007

State: California

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

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/19/2021
6	02/26/2021
7	04/02/2021
8	04/23/2021

ASBE0016-001 01/01/2021

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
--	-------	---------

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHEMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	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)		
AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.	\$ 43.28	37.91
(2) Remaining Counties.....	\$ 39.68	35.71

BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER.....	\$ 36.53	17.08

BRCA0003-004 05/01/2019

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 43.24	21.63
AREA 2.....	\$ 45.92	26.70

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work,
manholes, catch basins, sewer pipes and telephone conduit
shall be paid \$1.25 per hour above the regular rate. Work
in direct contact with raw sewage shall receive \$1.25 per
hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour
above the regular rate.
- (C) Gunite nozzle person shall receive \$1.25 per hour above
the regular rate.

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-010 04/01/2019

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 27.31	14.75
Area 2.....	\$ 27.10	16.50
Area 3.....	\$ 29.94	16.38
Area 4.....	\$ 28.06	15.82
Tile Layer		
Area 1.....	\$ 45.51	17.64
Area 2.....	\$ 45.15	19.06
Area 3.....	\$ 49.90	19.16
Area 4.....	\$ 46.77	19.08

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,
Tehama, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2020

	Rates	Fringes
MARBLE MASON.....	\$ 51.30	28.47

 CARP0034-001 07/01/2020

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 51.90	34.02
Diver standby.....	\$ 58.09	34.02
Diver Tender.....	\$ 57.09	34.02
Diver wet.....	\$ 101.42	34.02
Manifold Operator (mixed		
gas).....	\$ 62.09	34.02
Manifold Operator (Standby).\$	57.09	34.02

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot
 221 ft.-deeper \$5.00 per foot

SATURATION DIVING:
 The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
 Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
 Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2020

	Rates	Fringes
Piledriver.....	\$ 51.90	34.02

 CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scraper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		

Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2020

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

Footnote: Placer County (West) includes territory West of and
including Highway 49 and El Dorado County (West) includes
territory West of and including Highway 49 and territory
inside the city limits of Placerville.

CARP0046-002 07/01/2020

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		

Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2020

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0751-001 07/01/2020

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

ELEC0180-001 06/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 58.51	24.74
ELECTRICIAN.....	\$ 52.01	24.54

ELEC0180-003 12/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.41
Technician.....	\$ 48.43	22.60

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes

installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, 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 system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)
Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 02/01/2021

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

ELECTRICIAN

Remaining area.....	\$ 41.56	32.49
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2020

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	20.17

ZONE RATE:

70-90 miles - \$8.00 per hour
91+ miles - \$10.00 per hour

ELEC0551-004 06/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 52.40	3%+23.31

ELEC0551-005 12/21/2020

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.41
Technician.....	\$ 48.43	22.60

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2021

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.49	17.74

ELEC0659-008 02/01/2019

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 59.09	20.22
(2) Lineman, Pole Sprayer,		
Heavy Line Equipment Man....	\$ 52.76	19.96
(3) Tree Trimmer.....	\$ 31.10	11.32
(4) Line Equipment Man.....	\$ 52.76	19.96
(5) Powdermen,		
Jackhammermen.....	\$ 33.80	13.35
(6) Groundman.....	\$ 33.24	14.79

ELEC1245-004 06/01/2020

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 59.14		20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 47.24		19.59
(3) Groundman.....\$ 36.12		19.19
(4) Powderman.....\$ 51.87		18.79

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

ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 72.10		35.825+a+b

FOOTNOTE:

- a. 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.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday
after Thanksgiving, and Christmas Day.

ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....\$ 49.88		34.35
(2) Dredge Dozer; Heavy duty repairman.....\$ 44.92		34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 43.80		34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 40.50		34.35
AREA 2:		
(1) Leverman.....\$ 51.88		34.35
(2) Dredge Dozer; Heavy duty repairman.....\$ 46.92		34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 45.80		34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 42.50		34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		

AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15

Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and

including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum

sweeper); Slusher operator; Surface heater; Switchperson; Tar pot fire tender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

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

LAB00067-001 06/29/2020

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 25.05	12.00
LABORER (Lead Removal)		
Marin County.....	\$ 33.07	25.30
Remaining Counties.....	\$ 32.07	25.30

LAB00067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17
Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00185-002 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

LAB00185-005 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging
scaffolds, belts shall receive \$0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small
trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker
and similar type tampers; Buggymobile; Caulker, bander,
pipewrapper, conduit layer, plastic pipelayer; Certified
hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2
yd. and under; Concrete pan work; Concrete sander; Concrete
saw; Cribber and/or shoring; Cut granite curb setter;
Dri-pak-it machine; Faller, logloader and buckler; Form
raiser, slip forms; Green cutter; Headerboard, Hubsetter,
aligner, by any method; High pressure blow pipe (1-1/2" or
over, 100 lbs. pressure/over); Hydro seeder and similar
type; Jackhammer operator; Jacking of pipe over 12 inches;
Jackson and similar type compactor; Kettle tender, pot and
worker applying asphalt, lay-kold, creosote, lime, caustic
and similar type materials (applying means applying,
dipping or handling of such materials); Lagging, sheeting,
whaling, bracing, trenchjacking, lagging hammer; Magnesite,
epoxyresin, fiberglass, mastic worker (wet or dry); No
joint pipe and stripping of same, including repair of
voids; Pavement breaker and spader, including tool grinder;
Perma curb; Pipelayer (including grade checking in
connection with pipelaying); Precast-manhole setter;
Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

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

LAB00261-002 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-004 06/25/2018

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.45	22.20

LAB00261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drillers; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalars (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-015 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

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

LAB00324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.45	22.20

LAB00324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of

voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunit laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-019 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-004 01/01/2021

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 45.22	25.48

- PREMIUMS:
- EXOTIC MATERIALS - \$1.25 additional per hour.
- SPRAY WORK: - \$0.50 additional per hour.
- INDUSTRIAL PAINTING - \$0.25 additional per hour
- [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

- HIGH WORK:
- over 50 feet - \$2.00 per hour additional
- 100 to 180 feet - \$4.00 per hour additional
- Over 180 feet - \$6.00 per hour additional

PAIN0016-005 06/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 47.38	25.99

PAIN0016-007 01/01/2019

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.68	20.24

SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0169-004 07/01/2020

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 52.17	30.55

* PAIN0567-001 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 29.80	13.44
Spray Painter & Paperhanger.	\$ 31.29	13.44

PREMIUMS:
Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.01	15.48

PAIN0567-010 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 35.20	14.02
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 36.70	14.02

PAIN0767-004 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 40.61	30.76

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 06/01/2020

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 39.61	22.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-002 07/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
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PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)

(1) Work on wooden frame

structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET
 RECOVERY RATE.....\$ 64.86 43.54
 (2) All other work - NEW
 CONSTRUCTION RATE.....\$ 76.30 45.27

 PLUM0038-006 07/01/2019

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 63.04	31.48

 PLUM0228-001 01/01/2021

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 42.00	35.14

 PLUM0343-001 07/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 54.00	38.74

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

 PLUM0350-001 08/01/2019

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 45.84	13.81

 PLUM0355-001 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 29.90	16.30

 PLUM0442-003 07/01/2020

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.50	31.89

PLUM0447-001 07/01/2020		

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 54.37	25.75
Light Commercial Work.....	\$ 36.23	17.72

ROOF0081-006 08/01/2020		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 44.62	19.36

ROOF0081-007 08/01/2020		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 39.73	19.11

SFCA0483-003 01/01/2021		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 67.99	32.85

* SFCA0669-003 04/01/2021		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 42.34	26.29

SHEE0104-006 06/29/2020		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2020		

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 46.60	40.21

SHEE0104-010 07/01/2020		

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020		

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
 YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

SHEE0104-014 07/01/2020		

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-019 07/01/2020		

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
 AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

* TEAM0094-001 07/01/2019		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 32.80	29.19
GROUP 2.....	\$ 33.10	29.19
GROUP 3.....	\$ 33.40	29.19
GROUP 4.....	\$ 33.75	29.19
GROUP 5.....	\$ 34.10	29.19

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive

the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX C – HOUSING AND URBAN DEVELOPMENT
SUPPLEMENTARY CONDITIONS - FORM HUD-92554N**

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or

supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

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

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

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

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on

the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

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

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

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

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

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

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD 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 low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located 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 same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

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

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX D – WEEKLY PAYROLL CERTIFICATION FORM

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR				OR SUBCONTRACTOR				ADDRESS												
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION						PROJECT OR CONTRACT NO.						
(1)	(2)	(3)	OT OR ST	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS					(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION									TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said _____
_____ from the full
(Contractor or Subcontractor)
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

APPENDIX E – NOTICE OF AFFIRMATIVE ACTION

STANDARD SOLICITATION FOR BID LANGUAGE: CONSTRUCTION OVER \$10,000
 (The following notice shall be included in and shall be a part of all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Secretary of Labor.)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and women participation, ***expressed in percentage terms*** for the Contractor's aggregate workforce ***in each trade*** on all construction work in ***the covered areas*** are as follows:

TIMETABLE:

From award date MM/DD/YY until Project completion MM/DD/YY	GOALS FOR <u>MINORITY</u> PARTICIPATION IN EACH TRADE	GOALS FOR <u>WOMEN</u> PARTICIPATION IN EACH TRADE
Trade	County: Nevada 14.3%	6.9%
Trade	County: Nevada 14.3%	6.9%
Trade	County: Nevada 14.3%	6.9%
Trade	County: Nevada 14.3%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally-involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially

uniform through the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the:
 - Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor,
 - within 10 working days of award of any construction contract or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation.
 - The notification shall list the name, address, and telephone number of the contractor or subcontractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.
4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is **(insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).**

State of California; County: Nevada

APPENDIX F – FEDERAL EQUAL OPPORTUNITY SPECIFICATIONS

STANDARD EQUAL OPPORTUNITY CLAUSE
(CONSTRUCTION OVER \$10,000)

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disabilities. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disabilities.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph "1" and the provisions of paragraphs "1" through "7" in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally- assisted construction work; provided that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally-assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this funding commitment (contract, loan, grant, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(CONSTRUCTION OVER \$10,000)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer identification number" means the federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, contracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.

3. **If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan** approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
4. **The Contractor shall implement the specific affirmative action standards** provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and women utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and women goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. **Neither the provisions of any collective bargaining agreement, nor the** failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. **In order for the nonworking training hours of apprentices and trainees to** be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. **The Contractor shall take specific affirmative actions to ensure equal** employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results

from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority individuals or women working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or women referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b. above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in

any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and women-focused news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- l. Direct its recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority- and women-students and to minority and women-recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., or other advancement opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel- and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority- and women-owned construction companies, contractors and suppliers, including circulation of solicitations to minority- and women-focused Contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and women workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both men and women, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. **The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.**
11. **The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.**
12. **The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.**
13. **The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.**
14. **The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.**
15. **Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).**
16. **By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under**

his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing 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, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

***Parking lots, drinking fountains, recreation or entertainment areas.**

APPENDIX G – HOUSING AND URBAN DEVELOPMENT SECTION 3 CLAUSE

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.