



Invitation for Bid

No. 202122-06

FOR

Sidewalk Repair Various Locations, CDBG

Date Released: March 24, 2022

**CITY OF MADERA
Public Works**

Bids are due prior to 2:00PM, Friday, April 22, 2022

TABLE OF CONTENTS

INTRODUCTION	5
INSTRUCTIONS TO BIDDERS.....	6
GENERAL INFORMATION.....	7
INSURANCE REQUIREMENTS	12
SPECIFICATIONS FOR SIDEWALK REPAIR	15
DESCRIPTION OF BID ITEMS.....	16
BIDDER CHECKLIST	22
BID PROPOSAL FORM.....	23
BID SCHEDULE.....	24
BID PROPOSAL SIGNATURE PAGE	25
SUBCONTRACTOR LISTING	26
BID BOND	27
NONCOLLUSION AFFIDAVIT.....	29
PUBLIC CONTRACT CODE.....	30
FEDERAL BUY AMERICA REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS	31
PAYMENT BOND	32
PERFORMANCE BOND.....	34
GENERAL CONDITIONS	36
SPECIAL CONDITIONS.....	58
STANDARD SPECIFICATIONS AND PLANS	67
CDBG EXHIBITS CHECKLIST	72
EXHIBIT A.....	73
ETHNICITY INFORMATION	73
EXHIBIT B.....	74
CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS	74
EXHIBIT C.....	75
CERTIFICATION-MINORITY CONTRACTORS.....	75
EXHIBIT D	77
STATEMENT OF WORK FORCE NEEDS.....	77

EXHIBIT E	79
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION	79
EXHIBIT F	80
INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES	80
EXHIBIT G	84
U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT SECTION 3 PLAN.....	84
EXHIBIT H	112
CERTIFICATION OF NONSEGREGATED FACILITIES.....	112
EXHIBIT I.....	113
DBE INFORMATION GOOD FAITH EFFORTS	113
EXHIBIT J.....	116
UTILIZATION OF DISADVANTAGED BUSINESSES (DB)	116
EXHIBIT K.....	118
BIDDERS ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR 23 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION	118
EXHIBIT L	119
EQUAL OPPORTUNITY	119
EXHIBIT M.....	123
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).....	123
EXHIBIT N	125
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).....	125
EXHIBIT O	131
EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME	131
PERSONS IN CONNECTION WITH ASSISTED PROJECTS	131
EXHIBIT P.....	133
EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS	133
IN CONNECTION WITH ASSISTED PROJECTS	133
EXHIBIT Q	134
EXHIBIT R.....	135

FEDERAL WAGE RATES.....	135
EXHIBIT S.....	136
FEDERAL LABOR STANDARDS PROVISIONS.....	136
EXHIBIT T.....	142
STATE LABOR STANDARDS PROVISIONS	142
EXHIBIT U	143
CONTRACTOR’S SUBCONTRACTOR’S CERTIFICATION CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES.....	143
EXHIBIT V.....	144
GUARANTY	144
ATTACHMENT A.....	145
BIDDER QUESTION FORM	145
ATTACHMENT B	146
WORK LOCATION LIST	146
ATTACHMENT C	155
SAMPLE CONSTRUCTION CONTRACT	155
ATTACHMENT D.....	171
FEDERAL WAGE DECISION	171

INVITATION FOR BID No. 202122-06
FOR
SIDEWALK REPAIR VARIOUS LOCATIONS, CDBG

Bids are due prior to 2:00PM, Friday, April 22, 2022

INTRODUCTION

The City of Madera is in need of sidewalk repair services in various locations throughout the City of Madera. The work shall generally consist of repairing and replacing of existing sidewalk with ADA compliant sidewalk, drive approaches, and curb ramps in various locations throughout the City of Madera. The project includes excavation of native soil, roadway excavation and replacement in support of sidewalk repair/installation, demolition of existing concrete improvements in the right-of-way, installation of accessible curb ramps, curb and gutter, driveway approaches, HMA Type A, tree removal, and resetting utility valves and boxes to grade.

This is a federally funded project under Community Development Block Grant (CDBG) funding by the Department of Housing and Urban Development (HUD). The City will carry out applicable federal requirements in the award and administration of any contract awarded hereunder.

Federal Davis-Bacon Wage Rates for work classifications are specified and must be complied with. Fringe benefits must be added to the prevailing hourly rates where applicable.

Bidders must comply with Section 3 of the Housing and Urban Development Act of 1968 which requires that economic opportunities to the greatest extent feasible be given to low and very low-income persons and to businesses that provide economic opportunities for these persons. The City encourages persons and local contractors and who reside or do business within the City of Madera, or both such residents and businesses to participate in the bidding process.

The Disadvantaged Business Enterprise (DBE) goal is 11%. The City of Madera hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, DBE, Minority Business Enterprise, and Women-Owned Business Enterprise 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, religious creed, sex, or national origin in consideration for an award.

The City hereby notifies all Bidders that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era or on any other basis prohibited by law.

INSTRUCTIONS TO BIDDERS

1. You may view or obtain a copy of this Invitation for Bids (IFB) by visiting or contacting the following:
 - The City's Purchasing webpage at www.madera.gov/purchasing under Bid Announcement and Results.
 - Fresno Builders Exchange, 1244 N. Mariposa, Fresno, CA 93703
 - Valley Builders Exchange, 1118 Kansas Avenue, Modesto, CA 95352
 - Tulare-Kings Counties Builders Exchange, 823 W. Center Ave, Visalia CA 93291
 - Kern Minority Contractors Association, 1330 E. Truxton Ave., Bakersfield Ca. 993305
 - www.ebidboard.com
2. No bid proposal will be considered for award unless submitted in the bid format provided in this IFB. Bid proposals shall only be prepared using the bid forms which are included in this IFB or subsequent addenda issued by the City of Madera Purchasing Division. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bid proposals shall be executed by an authorized signatory as described in these Instructions to Bidders. Bidders shall neither delete, modify, nor supplement the printed matter on the bid forms nor make substitutions thereon. Deviations in the bid forms may result in the bid proposal being deemed non-responsive.
3. Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check, or certified check is required. Electronic copies of bid security shall accompany the bids, with the originals submitted to the City of Madera's Procurement Services Manager no later than three days following bid opening. Bid securities shall be made in favor of the City of Madera.
4. ***To ensure the delivery of your bid, it is required that you email your bid to jstickman@madera.gov by 2:00PM on Friday, April 22, 2022. No hard copies of bid submittals will be accepted.***

Bid proposals shall be sent via email only, with the subject line: "IFB No. 202122-06 Sidewalk Repair Various Locations, CDBG, DO NOT OPEN UNTIL TIME OF BID" by the time and date specified above.

Bid proposals received after the time and date specified above will be considered nonresponsive.

Bid proposals will be publicly opened and read aloud on Monday, April 23, 2022, at 2:00PM via Zoom. Type in or copy and paste the link below into the address bar of your web browser to view:

Join Zoom Meeting

<https://us06web.zoom.us/j/85756759654?pwd=YWRUYU5jVmhhVS0Y1eVhJT01TVDFUQT09>

Meeting ID: 857 5675 9654

Passcode: 172210

One tap mobile

+16699006833,,85756759654# US (San Jose) 12532158782,,85756759654# US
+(Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)

Meeting ID: 857 5675 9654

Find your local number: <https://us06web.zoom.us/j/85756759654?pwd=YWRUYU5jVmhhVS0Y1eVhJT01TVDFUQT09>

GENERAL INFORMATION

1. Attention of Bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.
2. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

3. The City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
4. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
5. The City reserves the right to modify this Invitation for Bids (IFB) at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the IFB. Bidder is responsible to contact City's Purchasing Division prior to submitting a bid to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.madera.gov/purchasing under Bid Announcement and Results.

Questions concerning the IFB must be submitted via email to jstickman@madera.gov using the Bidder Question Form in "Attachment A" no later than 5:00PM on Monday, April 11, 2022.

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.

6. Bid proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
7. Any bid proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such bid proposal is filed with Purchasing. The withdrawal of a bid proposal shall not prejudice the right of a Bidder to file a new bid proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of bid proposals, a bid proposal may not be withdrawn or altered.
8. Bidder is responsible for fully acquainting itself with the conditions of the project site (which may include more than one site), as well as those relating to the construction and labor of the project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the

project.

9. The City reserves the right to seek supplementary information from any Bidder at any time after official bid proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original bid proposal.
10. Issuance of the IFB and receipt of bid proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all bid proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.
11. Bid security in the amount of ten (10) percent of the amount of bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check, or certified check shall accompany bids. Bid securities shall be made in favor of the City of Madera.
12. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the Attachment C "Sample" Construction Contract which is provided for information purposes only and to help clarify City intent relevant to this IFB as well as general contract requirements of the City.
13. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.
14. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained from the Director of the Department of Industrial Relations the general prevailing rate for each craft, classification, or types of workers required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.

Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776, as well as provided to the City on a weekly basis.

Department of Industrial Relations Registration of Contractors & Subcontractors:

Department of Industrial Relations Annual Registration:

- A. Beginning on March 1, 2015, pursuant to Labor Code Sections 1772 and 1771.1(b) - all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.
- B. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations.
- C. Beginning on April 1, 2015, pursuant to Labor Code Section 1725.5 - no Contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.
- D. Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).
- E. Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.
- F. Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
- G. Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a) (2) - the contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
- H. Pursuant to Labor Code Section 1773.3 - the Public Agency must file a PWC 100 Form with the DIR within 5 days of the award of a public works

project. PWC Form 100 will be amended to reflect changes in contract time. The DIR will also be notified within 5 days of the completion of project.

In bidding on this Project, it shall be the Bidders sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law(s) in the Project bid.

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project. The list of debarred contractors is available from the Department of Industrial Relations at www.dir.ca.gov/DLSE/Debar.html

15. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the Bidder already have a license, please indicate the license number and expiration date below:

Any Federal or State of California License/Certification required to provide the services will be required. A Class A Contractors license will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.

16. Bidder's Proprietary Information: Upon award, all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the Bidder within ten (10) business days of the award. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City

that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

17. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally

provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

SPECIFICATIONS FOR SIDEWALK REPAIR

The City of Madera is in need of permanent concrete sidewalk/ADA repair services for various locations throughout the City.

All permanent repairs require saw cutting when applicable, removing materials to a minimum four-inch depth, compacting/stabilizing and full depth sidewalk repairs. Any situation necessitating a variation from these requirements would be at the direction of authorized personnel within the City of Madera Public Works Department.

The successful Bidder shall request an Underground Service Alert (USA) on all repair sites assigned by the Public Works Department at least two days prior to beginning work.

All expenses for materials, including either removal and disposal of existing pavement, concrete, clean-up, traffic control, advanced warning and construction barricades and signing, shall be included in your bid.

The contractor must comply with all safety requirements as set forth in the latest editions of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), as well as the MUTCD California Supplement.

The successful Bidder will be required to post a Performance Bond and Payment Bond in the amount of the contract to be held by the City until the project is accepted by Madera City Council and Notice of Completion is filed and recorded.

All work must be completed within 60 days of Notice to Proceed. No mandated schedule is set. A list of areas to be repaired will be given to the successful Bidder and they will set their own schedule according to the amount of work on the list. They will be expected to inform the Streets Division of their schedule to allow for inspection by the Division.

* * * * *

DESCRIPTION OF BID ITEMS

BID ITEM 1 – MOBILIZATION, BONDS, INSURANCE & PERMITS (NOT TO EXCEED \$15,000)

This is a lump sum bid item for Mobilization. This item shall consist of the movement of personnel, equipment, supplies, and incidentals to the project site, including any remobilization necessary because of the required construction schedule or sequencing.

This item shall be bid on a lump sum basis and shall include cost of mobilization, demobilization, necessary bonds, insurance, permits, licenses, and fees required during the performance of the work. The Contractor's lump sum bid for bid item 1 shall not exceed **\$15,000**. Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should actual cost exceed this amount.

BID ITEM 2 –TRAFFIC CONTROL, SIGNAGE, AND DETOURS

This is a lump sum bid item for Traffic Control, Signage and Detours. This item shall provide traffic control, signage, and detours as may be required for the project as a whole and inclusive of approved detours. Traffic Control, Signage and Detours shall be Subject to the plans, specifications, MUTCD (latest edition) compliance, and Caltrans specifications.

Traffic Control, Signage, and Detours shall consist of constructing, maintaining, and removing temporary detours; establishing, maintaining, and discontinuing temporary alternate route detours; providing and maintaining traffic control; providing access to properties in the vicinity of the work; and providing for the convenience and safety of the public and public traffic, as necessary for construction, in conformance with the provisions in the Specifications, and as directed by the Streets and Storm Drainage Operations Manager.

This item shall be bid on a lump sum basis and shall include full compensation for furnishing all labor (including flaggers), materials, tools, equipment, and incidentals, and for doing all work involved for the sole convenience, direction, and safety of public traffic and pedestrians shall be included in this bid item. All costs associated with this item shall be included in the lump sum price and no additional payment will be made. Payments shall be prorated over the term of the contract.

BID ITEM 3 – DUST CONTROL & WATER POLLUTION CONTROL PLAN (DUST CONTROL/WPCP)

This is a lump-sum bid item which shall include all costs for preparing a WPCP as required to comply with City of Madera NPDES Phase II Permit issued by the Department of Water Resources on file with the City and compliance to the San Joaquin Valley Air Pollution Control District requirements.

The Contractor shall prepare and provide a dust control plan and water pollution control plans in accordance with San Joaquin Valley Unified Air Pollution Control District and State Water Resource Control Board requirements respectively.

Dust control shall be accomplished by maintaining affected City streets in a swept condition, approved street sweepers shall be in use at all times of construction. A water truck with adequate water and dispensing equipment shall be provided and shall remain on the project throughout the construction of project. Rack-out shall also be controlled from the project site. Failure to provide street sweeping shall be cause for City to hire others or use its own forces to provide the dust control and deduct such costs from this item. Full compensation for Dust Control shall be included in the Lump Sum price for Dust Control & WPCP.

WPCP shall be prepared by the Contractor and obtain City's approval of the WPCP prior to the start of Construction. The Contractor shall be responsible for implementing WPCP during the course of construction, including making adjustments or modifications of Best Management Practice (BMP's) which can or will improve the efficiency of the operations. Any changes made to the original WPCP shall be approved by the Streets and Storm Drainage Operations Manager prior to making the modifications. The contractor shall be responsible for inspecting the control measures and replacing when required or as deemed necessary by the Streets and Storm Drainage Operations Manager. Full compensation for WPCP shall be included in the Lump Sum price for Dust Control & Water Pollution Control Plan (WPCP).

BID ITEM 4 –CLEARING & GRUBBING, DEMOLITION REMOVAL, AND DISPOSAL

This is a lump sum bid item for Clearing and Grubbing, Demolition, Removal, and Disposal in accordance with the Plans and Specifications, City Standard Plans and City Standard Specifications, and as directed by the Streets and Storm Drainage Operations Manager.

Contractor shall remove and dispose of vegetation as required to construct improvements including but not limited to the removal of turf down to 1 ft below subgrade, bushes, shrubs, landscaping and relocating any rocks or boulders in landscaped areas. The Contractor shall repair any damaged irrigation and sprinkler systems.

Portions of existing sidewalks, curbs, gutters, and grouted rock which interfere with construction shall be removed.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be saw-cut in a neat, true line to a minimum of 0.17 foot or two (2) inches before concrete is removed. The location of cut lines will be determined by the Streets and Storm Drainage Operations Manager.

All materials removed shall be lawfully disposed of by the Contractor from the project site to an approved location designated by the City. The Contractor shall endeavor to recycle material as may be required by local, State and Federal requirements.

The contract lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Clearing and Grubbing including protection of adjacent improvements, trees and plants, disposal of removed concrete materials, concrete curb and gutter, asphalt materials, brick materials, vegetation, excavation, backfill, compaction, and grading, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Streets and Storm Drainage Operations Manager and no additional payment will be made therefore.

BID ITEM 5 – CONCRETE SIDEWALK (6 SACK)

This is a unit price bid item per square foot, for Concrete Sidewalk (6 Sack), shall conform to City Standard Drawing ST-13B, and as directed by the Streets and Storm Drainage Operations Manager. The concrete shall contain a minimum of 6 sacks of cement per cubic yard.

The contract unit price paid per square foot for Concrete Sidewalk (6 Sack) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved complete in place, including saw cutting existing concrete facilities, construction of standard concrete sidewalk (6 sack), forming, joint construction, finishing, curing and testing, as shown on the Plans, in conformance with the special provisions and Specifications, and as directed by the Streets and Storm Drainage Operations Manager.

BID ITEM 6 – ASPHALT CONCRETE TYPE B

This is a unit price bid item per ton for Asphalt Concrete Type B, in accordance with the project plans and specifications, Section 39 of the State Standard Specifications Asphalt Concrete, City Standard Specifications, Section 5-18 of the special provisions, and as directed by the Streets and Storm Drainage Operations Manager.

Asphalt Concrete – Type B shall consist of saw cutting existing roadway, furnishing, and mixing aggregate and asphalt binder at the central mixing plant, and spreading and compacting mixture as shown on the plans and in accordance with the specifications. The contract unit price per TON shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all of the work involved complete in place, including asphalt binder, prime coat, paint binder (tack coat), spreading, compaction, fog seal coat, in conformance with the provisions in the specifications, and as directed by the Streets and Storm Drainage Operations Manager are included in this bid item.

BID ITEM 7 – 6" CONCRETE CURB AND GUTTER (6 SACK)

This is a unit price bid item per linear foot for 12"-6" Concrete Curb and Gutter (6 Sack)" in accordance with project plans and specifications, City Standard Drawing ST-12, Section 14 "Concrete Improvements" of the City Standard Specifications, the Special Provisions and as directed by the Streets and Storm Drainage Operations Manager. This contract item shall include the saw cutting of existing curb and gutter, sidewalk, and asphalt as required to construct improvements as shown in the plans and as directed by the Streets and Storm Drainage Operations Manager. The contract unit price paid per linear foot of 12"-6" Concrete Curb and Gutter (6 Sack) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved complete in place, including saw cutting, construction of standard concrete curb and gutter (6 sack), forming, backfill, grading, compaction, joint construction, finishing, curing and testing, and as shown on the Plans, in conformance with the special provisions and Specifications, and as directed by the Streets and Storm Drainage Operations Manager.

BID ITEM 9 – REMOVE EXISTING TREES

This is a unit price bid item per each for Remove Existing Trees in accordance with the project plans and specifications, City Standard Specifications, Special Provisions, and as directed by the Streets and Storm Drainage Operations Manager.

The contractor shall remove tree roots and stumps to a depth of 2 ft in such a way that no damage to underground facilities occur in accordance with section 10 of the City Standard Specifications. The spaces left by removal of trees shall be backfilled with material free from any deleterious material and compacted to 90% maximum density.

BID ITEM 10 – STUMP GRIND

This is a unit price bid item per each for Stump Grind in accordance with the project plans and specifications, City Standard Specifications, and the Special Provisions, and as directed by the Streets and Storm Drainage Operations Manager.

The contractor shall remove all stumps to a minimum depth of 2 ft or until completely removed.

BID ITEM 11 – CONCRETE ADA RAMP WITH TRUNCATED DOMES IN NEW CONCRETE (6-SACK)

This item shall be bid per square feet for Concrete ADA Ramp with Truncated Domes (6 Sack), in accordance with the project plans and specifications, City Standard Drawings ST-16, City Standard Specifications, the Special Provisions, the Americans with Disabilities Act (ADA) requirements, and as directed by the Streets and Storm Drainage Operations Manager. Truncated domes shall be wet set and bolt down.

The contract unit price paid per square feet for Concrete ADA Ramp with Truncated Domes (6 Sack) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved, complete in place, including installation of truncated domes, curb & gutter, saw cutting existing concrete facilities, demolition and removal of existing concrete, construction of concrete ADA ramp (6 sack), forming, joint construction, finishing, curing and testing, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Streets and Storm Drainage Operations Manager.

BID ITEM 12 – CONCRETE ADA RAMP WITH TRUNCATED DOMES IN EXISTING CONCRETE (6-SACK)

This item shall be bid per square feet for Concrete ADA Ramp with Truncated Domes (6 Sack), in accordance with the project plans and specifications, City Standard Drawings ST-16, City Standard Specifications, the Special Provisions, the Americans with Disabilities Act (ADA) requirements, and as directed by the Streets and Storm Drainage Operations Manager. Truncated domes shall be wet set and bolt down.

The contract unit price paid per square feet for Concrete ADA Ramp with Truncated Domes (6 Sack) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved, complete in place, including installation of truncated domes, curb & gutter, saw cutting existing concrete facilities, demolition and removal of existing concrete, construction of concrete ADA ramp (6 sack), forming, joint construction, finishing, curing and testing, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Streets and Storm Drainage Operations Manager.

BID ITEM 13 – MISCELLANEOUS FACILITIES AND OPERATIONS (NOT TO EXCEED \$10,000)

This is a lump sum bid for miscellaneous facilities and operations which includes all miscellaneous facilities or work shown or specified on the plans and specifications or work patently necessary for the completion of the work as specified, and not specifically included in any other bid item. The Contractor's lump sum bid for this bid item shall not exceed **\$10,000**. Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should actual cost exceed this amount.

This item shall include, but not be limited to the following:

- Demobilization for the work.
- Construction surveying.
- Dewatering/ Erosion Control and Controlling City Drainage System.
- Maintaining access to businesses and/or residences affected by the Work.

- This shall include ramping all drive approach or driveway entrances as necessary and to the satisfaction of the City the Streets and Storm Drainage Operations Manager. A penalty of \$25 per day per approach shall be assessed for each driveway approach or driveway entrance that is not properly ramped to allow appropriate access.
- Necessary trimming of trees and bushes affected by construction equipment.
- Connection to a City fire hydrant for construction water.
- Written notices to residents.
- No parking signs as required with the appropriate vehicle code section(s) for towing of parked vehicles.
- Notifications will be provided to the School District prior to posting.
- Replacement of existing improvements/facilities damaged during Construction.
- Adjusting water meter boxes to grade.
- Erosion control measures.
- Removal and Replacement and or preservation of existing City Street Signs.
- Demobilization for the work.
- Cleanup.
- Relocation of existing Mailboxes/Replacement of post and notifying the Resident prior to relocation or replacement.
- Adjusting existing sprinkler and irrigation systems as directed by the Streets and Storm Drainage Operations Manager and as approved by the property owner.

BIDDER CHECKLIST

SUBMIT THIS BIDDER’S CHECKLIST WITH YOUR BID PROPOSAL. Bidders shall complete and submit all documents marked with an “X” in the “REQUIRED” column for bids to be considered responsive.

REQUIRED

- ☒ 1. **BID PROPOSAL FORM**
- ☒ 2. **BID SCHEDULE**
- ☒ 3. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
- ☒ 4. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:
 - ☐ Certified Check ☐ Bidder’s Bond (submitted on form in this IFB)
 - ☐ Cashier’s Check ☐ Irrevocable Letter of Credit
 - ☐ Certificate of Deposit
- ☒ 5. **NONCOLLUSION AFFIDAVIT**
- ☒ 6. **PUBLIC CONTRACT CODE**
- ☒ 10. **FEDERAL REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS and BUY AMERICA**
- ☒ 11. **ADDENDA** – Signature page of all Addenda issued

CDBG REQUIRED DOCUMENT SUBMITTALS WITH BID:

- ☒ CDBG Exhibit A Ethnicity Information
- ☒ CDBG Exhibit B EQUAL OPPORTUNITY CERTIFICATION
- ☒ CDBG Exhibit C Certification of Minority Business Sub-Contracting
- ☒ CDBG Exhibit D Statement of Workforce Needs “Preliminary”
- ☒ CDBG Exhibit E DEBARMENT AND SUSPENSION CERTIFICATION
- ☒ CDBG Exhibit F Disclosure of Lobbying Activities
- ☒ CDBG Exhibit I DBE INFORMATION – GOOD FAITH EFFORTS
- ☒ CDBG Exhibit J Utilization of DBE Form
- ☒ CDBG Exhibit K Bidders Assurance of Compliance with DBE Participation
- ☒ CDBG Exhibit L Equal Opportunity Acknowledgement
- ☒ CDBG Exhibit R – GENERAL WAGE DECISION NO. CA20220022 03/04/2022
- ☒ CDBG Exhibit U Contractor’s Subcontractor’s Certification State Labor Standards and Prevailing Wage
- ☒ CDBG Exhibit V Guaranty

Submit no later than 4:00 p.m. on the 3rd business day after bid opening:

- ☒ **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov within three working days from the date of the bid opening.
- ☒ **BID DEPOSIT (HARD COPY ORIGINAL)** in the form of:
 - ☐ Certified Check ☐ Bidder’s Bond (submitted on form in this IFB)
 - ☐ Cashier’s Check ☐ Irrevocable Letter of Credit
 - ☐ Certificate of Deposit

BID PROPOSAL FORM

SIDEWALK REPAIR VARIOUS LOCATIONS, CDBG
IFB #202122-06

Bid proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**SIDEWALK REPAIR VARIOUS LOCATIONS CDBG, IFB 202122-06**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in **60 Calendar Days**.

BIDDER further agrees to pay as liquidated damages, the sum of **\$1,000** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2022

No. _____, dated _____, 2022

No. _____, dated _____, 2022

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid proposal is accepted, that the BIDDER will contract with the City of Madera to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID SCHEDULE

The following Bid Schedule lists the items necessary to complete the work. Bidder will fully complete the schedule including the total price of each item. If the total cost of any item or the Total Base Bid is inconsistent with the unit cost, the unit cost shall prevail. Payment of each item will be based on the actual quantity, except for those items bid lump sum and those items that are noted as fixed quantities.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	TOTAL ITEM PRICE
1.	Mobilization, Bonds, Insurance, & Permits (Not to exceed \$15,000)	LS	1		
2.	Traffic Control, Signage, & Detours	LS	1		
3.	WPCP/Dust Control	LS	1		
4.	Clearing & Grubbing, Demolition, Removal, & Disposal	LS	1		
5.	Concrete Sidewalk (6 Sack)	SF	18,569.5		
6.	Asphalt (Type B)	TON	60		
7.	Concrete Curb & Gutter (6 Sack)	LF	1,364		
8.	Tree Removal	EA	82		
9.	Stump Grind	EA	3		
10.	Concrete ADA Truncated Domes (In New Concrete - 6 Sack)	EA	102		
11.	Concrete ADA Truncated Domes (In Existing Concrete - 6 Sack)	EA	7		
12.	Miscellaneous Facilities & Operations (Not to exceed \$10,000)	LS	1		

TOTAL BASE BID 1 THROUGH 13, INCLUSIVE: \$ _____

Total Amount of Bid (in words) is _____ Dollars and _____ Cents.

In case of discrepancy between words and figures, the words shall prevail.

BID PROPOSAL SIGNATURE PAGE

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with ten (10) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

The final bid amount shall include local, state, and federal taxes.

DATE

COMPANY NAME

STREET ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

EMAIL

PERSON PREPARING BID

TITLE

SIGNATURE

CITY OF MADERA BUS. LIC. NO.

CA CONTRACTOR'S LIC. NO. & CLASS

DIR REGISTRATION NO. & WORK CLASSIFICATION

Attest

(Seal if bid is by a corporation)

SUBCONTRACTOR LISTING

The following named subcontractors(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total BID presented herewith or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as REQUIRED by Section 4104 of the California Public Contract code.

Subcontractor: _____

Business Address: _____

CSLB No. & Classification: _____

DIR No. & Classification: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____

Business Address: _____

CSLB No. & Classification: _____

DIR No. & Classification: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____

Business Address: _____

CSLB No. & Classification: _____

DIR No. & Classification: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____

Business Address: _____

CSLB No. & Classification: _____

DIR No. & Classification: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____

Business Address: _____

CSLB No. & Classification: _____

DIR No. & Classification: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

BID BOND

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____
_____ as Principal, and _____ as
Surety, are hereby held and firmly bound unto _____ as Owner in
the penal sum of _____ for the payment of which, well and truly to
be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2021. The condition of the above obligation
is such that whereas the Principal has submitted to _____ a certain
bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

“Sidewalk Repair Various Locations, CDBG, IFB 202122-06”

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) By _____

Principal

Surety

By: _____

(Seal and Notarial Acknowledge of Surety)

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MADERA

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder

Signature

Name

Title

Dated

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985) the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has _____, has not _____ been convicted within the preceding three years of any offences referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note. The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above. The above Statement is part of the bid proposal.

Public Contract Code Section 10162 Questionnaire

In accordance with the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation.

Yes _____ No _____

If the answer is Yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Bidder within the immediately preceding two (2) year period because of the Bidder's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the bid proposal. Signing this bid proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false Certification may subject the certifier to criminal prosecution.

FEDERAL BUY AMERICA REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The work herein proposed will be financed in whole or part with Federal funds from the Federal Highway Administration (**FHWA**).

The Bidder certifies under penalty of perjury under the laws of the State of California that it is aware of and will comply with all Federal requirements for projects funded by the FHWA including "Buy America" Certificate (see below). For specific requirements, see Section 3 of this bid specification.

The above Certification is part of the bid proposal. Signing this bid proposal on the signature page thereof shall also constitute signature of this Certificate.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), 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 Section 6-1.07, "Certificates of Compliance," of the CalTrans 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 Streets and Storm Drainage Operations Manager acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

By signing this bid proposal on the signature page, the Bidder certifies that it will comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982 and the regulation in 49 CFR 661.

A waiver from the Buy America Provisions may be sought by the City of Madera if grounds for a waiver exist.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

"Sidewalk Repair Various Locations, CDBG, IFB 202122-06"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

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 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 such 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 final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST: _____
Principal

(Principal) Secretary BY: _____(s)

(Seal)

(Witness as to Principal) (Address)

ATTEST:

(Surety) Secretary (Surety)

(SEAL)

Witness as to Surety BY: _____
Attorney in Fact

(Address) (Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

“Sidewalk Repair Various Locations, CDBG, IFB 202122-06”

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

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 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 such 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 final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)

counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST: _____
Principal

(Principal) Secretary BY: _____(s)

(Seal)

(Witness as to Principal) (Address)

ATTEST:

(Surety) Secretary (Surety)

(SEAL)

Witness as to Surety BY: _____
Attorney in Fact

(Address) (Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

GENERAL CONDITIONS

1-1 DEFINITIONS Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

AASHTO - American Association of State Highway and Transportation Officials, current designation as of the Bid date unless otherwise indicated.

ACCEPTANCE – Project approved by Resolution or Minute Order of City Council of Madera.

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

ANSI- American National Standards Institute, current designation as of the Bid date unless otherwise.

ASME- American Society of Mechanical STREETS AND STORM DRAIN OPERATIONS MANAGERS, current designation as of the Bid date unless otherwise indicated.

ASTM- American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

AWWA- American Water Works Association, current designation as of the Bid date unless otherwise specified.

BID- The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

BIDDER- Any person, firm or corporation submitting a BID for the WORK.

BONDS- Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

BUSINESS LICENSE – A City of Madera Business License required for payment of the business tax based on gross receipts.

CALENDAR DAY – Each and every day of the year, including weekends and holidays.

CHANGE ORDER- A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

COMPLETION- That date as certified by the STREETS AND STORM DRAIN OPERATIONS MANAGER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS so that the PROJECT or specified part can be utilized; or the purposes for which it is intended.

CONTRACT DOCUMENTS- The Contract, including Advertisement for Bids, Information for Bidders, BID, including Bid Representations and Certifications, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, General Conditions, Special Conditions, SPECIFICATIONS, DRAWINGS AND ADDENDA.

CONTRACT PRICE- The total moneys payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACT TIME- The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

CONTRACTOR- The person, firm, or corporation with whom the OWNER has executed the Agreement.

DRAWINGS- The part of the CONTRACT DOCUMENTS which shows the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY STREETS AND STORM DRAIN OPERATIONS MANAGER.

FIELD ORDER- A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the STREETS AND STORM DRAIN OPERATIONS MANAGER to the CONTRACTOR during construction.

IEEE- Institute of Electrical and Electronics STREETS AND STORM DRAIN OPERATIONS MANAGERS, current designation as of the Bid date unless otherwise indicated.

NEC – National Electric Code, current designation as of the Bid date, unless otherwise indicated.

NEMA- National Electrical Manufacturers Association, current designation as of the Bid date unless otherwise indicated.

NOTICE OF AWARD- The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

NOTICE TO PROCEED- Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

OWNER- The City of Madera, for whom the WORK is to be performed.

PROJECT- The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

SHOP DRAWINGS- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

SJVAPCD- San Joaquin Valley Air Pollution Control District

SPECIFICATIONS- A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

STATE STANDARD SPECIFICATIONS - State of California, Department of Transportation Standard Specifications, May 2015 Edition. Metric units shall be converted to English unit equivalents where applicable.

STREETS AND STORM DRAIN OPERATIONS MANAGER - The City STREETS AND STORM DRAIN OPERATIONS MANAGER of the City of Madera, California

CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS – FHWA's MUTCD 2012 Edition, as approved for use in California.

SUBCONTRACTOR- An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

SUPPLIER- Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

SWPPP – Storm Water Pollution Prevention Plan on file with the City STREETS AND STORM DRAIN OPERATIONS MANAGER.

UNI- Uni-Bell Plastic Pipe Association, current designation as of the Bid date unless otherwise specified.

WORK- All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

WRITTEN NOTICE- Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the WORK.

- 1-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS- The CONTRACTOR may be furnished additional instructions and detail drawings by the STREETS AND STORM DRAIN OPERATIONS MANAGER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

- 1-3 SCHEDULES, REPORTS AND RECORDS - The CONTRACTOR shall submit to the OWNER such schedules, reports, records, and other data as the OWNER may request concerning WORK performed or to be performed. Prior to the first partial payment estimate, the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK. The CONTRACTOR shall not be entitled to any payment until he has submitted the schedule, reports and records

required under this Section. The CONTRACTOR shall revise or update the schedule whenever requested to do so by the STREETS AND STORM DRAIN OPERATIONS MANAGER.

- 1-4 DRAWINGS AND SPECIFICATIONS - The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy, or operation by the OWNER.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS. Any discrepancies found between the DRAWINGS AND SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the STREETS AND STORM DRAIN OPERATIONS MANAGER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

The OWNER will furnish to the CONTRACTOR, free of charge, all copies of DRAWINGS AND SPECIFICATIONS reasonably necessary for the execution of the WORK. The CONTRACTOR shall keep one copy of all current DRAWINGS AND SPECIFICATIONS on the job site, in good order, available to the STREETS AND STORM DRAIN OPERATIONS MANAGER and his representatives.

ALL DRAWINGS, SPECIFICATIONS, and copies thereof furnished by the OWNER are the property of the STREETS AND STORM DRAIN OPERATIONS MANAGER. They are not to be used on other work, and, with the exception of the signed Contract set, are to be returned to the STREETS AND STORM DRAIN OPERATIONS MANAGER on request, at the completion of the WORK.

- 1-5 PRECEDENCE OF CONTRACT DOCUMENTS The order of precedence of documents shall be:

1. Rules and Regulations of State Agencies relating to the source of funds for a project.
2. Permits from other agencies as may be required by law.
3. Supplemental Agreements, Change Orders, or Contract, the one dated later having precedence over another dated earlier.
4. Special Conditions.
5. General Conditions.
6. Technical Specifications.
7. Plans.
8. Standard specifications.
9. Standard Plans.

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Whenever any conflict appears in any portions of the contract, it shall be resolved by application of the order of precedence.

- 1-6 SHOP DRAWINGS - The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. For each item where a SHOP DRAWING is required, the CONTRACTOR shall submit a minimum of six (6) prints. The STREETS AND STORM DRAIN OPERATIONS MANAGER shall promptly review all SHOP DRAWINGS and retain three sets after his review. All additional copies shall be returned to the CONTRACTOR. If the CONTRACTOR requires more than three prints returned, he shall accordingly increase the number of prints submitted to the STREETS AND STORM DRAIN OPERATIONS MANAGER. The STREETS AND STORM DRAIN OPERATIONS MANAGER'S review of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The review of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

When submitted for the STREETS AND STORM DRAIN OPERATIONS MANAGER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the STREETS AND STORM DRAIN OPERATIONS MANAGER. A copy of each SHOP DRAWING and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the STREETS AND STORM DRAIN OPERATIONS MANAGER.

- 1-7 MATERIALS, SERVICES AND FACILITIES - It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and reviewed by the STREETS AND STORM DRAIN OPERATIONS MANAGER.

Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or any SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

- 1-8 INSPECTION AND TESTING - All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted

standards, as required and defined in the CONTRACT DOCUMENTS. No work requiring material testing or material inspection shall be performed on Saturdays, Sundays, or City-designated holidays.

All initial compaction and materials tests shall be performed at no expense to the CONTRACTOR. The cost of each subsequent retest shall be paid for by the CONTRACTOR if the first tests fail to meet the required relative compaction or specified strength. Additional materials testing shall be performed by the OWNER at the CONTRACTOR's expense as described in the various sections of the Technical Specifications.

The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction specifically require any WORK to be inspected, tested, approved by someone other than the CONTRACTOR, the CONTRACTOR will give the STREETS AND STORM DRAIN OPERATIONS MANAGER timely notice of readiness. The CONTRACTOR will furnish the STREETS AND STORM DRAIN OPERATIONS MANAGER the required certificates of inspection, testing or approval.

Neither observations by the STREETS AND STORM DRAIN OPERATIONS MANAGER nor inspections, tests, or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

The STREETS AND STORM DRAIN OPERATIONS MANAGER and his representatives will at all times have access to the WORK. In addition, authorized representatives, and agents of the OWNER and appropriate Federal or State agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

If any WORK is covered contrary to the written request of the STREETS AND STORM DRAIN OPERATIONS MANAGER, it must, if requested by the STREETS AND STORM DRAIN OPERATIONS MANAGER be uncovered for his observation and replaced at the CONTRACTOR'S expense.

If any WORK has been covered which the STREETS AND STORM DRAIN OPERATIONS MANAGER has not specifically requested to observe prior to its being covered, or if the STREETS AND STORM DRAIN OPERATIONS MANAGER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the STREETS AND STORM DRAIN OPERATIONS MANAGER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the STREETS AND STORM DRAIN OPERATIONS MANAGER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both,

directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

- 1-9 SUBSTITUTIONS - Wherever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the STREETS AND STORM DRAIN OPERATIONS MANAGER, such material, article, or piece of equipment is of equal substance and function to that specified, the STREETS AND STORM DRAIN OPERATIONS MANAGER may approve its substitution and use by the CONTRACTOR. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.
- 1-10 PATENTS - The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the STREETS AND STORM DRAIN OPERATIONS MANAGER.
- 1-11 SURVEYS, PERMITS AND REGULATIONS - Control staking by the STREETS AND STORM DRAIN OPERATIONS MANAGER is limited to providing a reference line and temporary or permanent benchmarks for the CONTRACTOR's use in staking the project to conform to the plans. Center line monuments will be referenced by the STREETS AND STORM DRAIN OPERATIONS MANAGER to facilitate replacement after the job is completed. Where possible, center line monuments and all other survey monuments in or adjacent to the project shall be preserved. The cost of replacement of monuments, which in the opinion of the STREETS AND STORM DRAIN OPERATIONS MANAGER need not have been destroyed, shall be deducted from the moneys due or to become due the Contractor for this project. Supplementary construction staking information to be provided by the STREETS AND STORM DRAIN OPERATIONS MANAGER shall consist of electronic drawing files in the AUTOCAD format currently in use by the Design STREETS AND STORM DRAIN OPERATIONS MANAGER.

When monuments exist that control the location of boundaries, roads, streets, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil STREETS AND STORM DRAIN OPERATIONS MANAGER prior to the time when any streets or other rights-of-way are improved or reconstructed and a corner record or record of survey of the references shall be filed with the County Surveyor. They shall be reset in the surface of the new construction in the manner shown on the DRAWINGS to perpetuate their location and a corner record or record of survey shall be filed with the County Surveyor prior

to the recording of a Certificate of Completion for the project. It shall be the responsibility of the CONTRACTOR to provide for the monumentation required by this section.

All construction staking shall be the responsibility of the CONTRACTOR. Construction staking costs shall be included in the unit price of the various items of work and no additional monies shall be paid.

Reference lines and marks set by the STREETS AND STORM DRAIN OPERATIONS MANAGER shall be carefully preserved by the CONTRACTOR. In case such references or markings are destroyed or damaged by reason of the CONTRACTOR's operations, the cost of restoring them will be deducted from any moneys due or to become due the CONTRACTOR. Unless otherwise shown, all measurements and elevations on the plans are in feet and decimals of a foot.

The CONTRACTOR shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the WORK to avoid errors in construction. The CONTRACTOR shall be responsible for proper dimensions and fittings of all items of WORK being performed by him. Should any discrepancy be found in lines, dimensions, or elevations, they shall be reported to the STREETS AND STORM DRAIN OPERATIONS MANAGER immediately.

The CONTRACTOR shall protect all existing property and survey monuments, including survey control monuments for this WORK. Where it is necessary to disturb existing property, survey, or control monuments in order to permit the prosecution of the WORK within the permanent and construction right-of-way, such monuments shall be reset by the CONTRACTOR. Such monuments shall not be disturbed during the prosecution of the WORK unless the CONTRACTOR has given the OWNER a minimum of 72 hours' notice of the CONTRACTOR'S intent to disturb such monuments during the prosecution of his WORK.

- 1-12 LICENSE(S) & PERMITS - The CONTRACTOR shall have a City Business License prior to the beginning of WORK. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the STREETS AND STORM DRAIN OPERATIONS MANAGER in writing, and any necessary changes shall be adjusted as provided in Section 1-14, CHANGES IN THE WORK.
- 1-13 PROTECTION OF WORK, PROPERTY AND PERSONS - The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the STREETS AND STORM DRAIN OPERATIONS MANAGER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the STREETS AND STORM DRAIN OPERATIONS MANAGER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the STREETS AND STORM DRAIN OPERATIONS MANAGER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

- 1-14 SUPERVISION BY CONTRACTOR - The CONTRACTOR shall supervise and direct the WORK. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

- 1-15 CHANGES IN THE WORK - The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The STREETS AND STORM DRAIN OPERATIONS MANAGER may also, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the STREETS AND STORM DRAIN OPERATIONS MANAGER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or CONTRACT TIME, or both, in which event he shall give the STREETS AND STORM DRAIN OPERATIONS MANAGER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

- 1-16 CHANGES IN CONTRACT PRICE - The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the

CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (A) Unit prices previously approved.
- (B) An agreed lump sum.
- (C) If a lump sum or unit price cannot be mutually agreed upon, the CONTRACTOR shall be entitled to the sum of the following costs of doing the extra work:

- 1) Direct Labor Costs. Charges for cost of all the labor furnished and used by the CONTRACTOR shall be made for manual classifications up to and including general foreman. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Timekeepers, and Maintenance Mechanics. The time charged to extra work shall be subject to the daily approval of the STREETS AND STORM DRAIN OPERATIONS MANAGER and evidence of such daily approval shall be submitted with the billing.

Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the STREETS AND STORM DRAIN OPERATIONS MANAGER.

- 2) Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the CONTRACTOR shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of \$500.00 or less. Equipment time charges must be subject to the daily approval of the STREETS AND STORM DRAIN OPERATIONS MANAGER and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the STREETS AND STORM DRAIN OPERATIONS MANAGER and the CONTRACTOR prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.
- 3) Material Costs. Charges for the cost of materials furnished by the CONTRACTOR shall be made providing such furnishing was specifically authorized in the extra work order and the actual use verified by the STREETS AND STORM DRAIN OPERATIONS MANAGER. Charges must be net cost to the CONTRACTOR delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the STREETS AND STORM DRAIN OPERATIONS MANAGER.
- 4) Tools, Supplies, Overhead, Supervision, and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total Direct Labor Costs and Material Costs, as defined above, and 5% for work by Subcontractors.

Any extra work performed hereunder shall be subject to all of the provisions of the CONTRACT and the CONTRACTOR'S sureties shall be bound with reference thereto as under the CONTRACT.

- 1-17 TIME FOR COMPLETION AND LIQUIDATED DAMAGES - The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED and be fully completed in 120 calendar days.

Time is of the essence in this agreement. The CONTRACTOR shall proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK, or specific portions of the WORK, described herein in a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the OWNER will suffer if the CONTRACTOR fails to complete the WORK within the CONTRACT TIME and for said reason, if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER, the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. The time for completion of the WORK shall be extended, and the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or STREETS AND STORM DRAIN OPERATIONS MANAGER:

- (A) To any preference, priority or allocation order duly issued by the OWNER.
- (B) To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the STREETS AND STORM DRAIN OPERATIONS MANAGER, make prosecution of the WORK unreasonably difficult.
- (C) To any delays of SUBCONTRACTORS occasioned by any of the causes specified in the above paragraphs.

- 1-18 CORRECTION OF WORK - The CONTRACTOR shall promptly remove from the premises all WORK rejected by the STREETS AND STORM DRAIN OPERATIONS MANAGER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

- 1-19 SUSPENSION OF WORK, TERMINATION AND DELAY - The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) days, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the STREETS AND STORM DRAIN OPERATIONS MANAGER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the

date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any such suspension.

If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, material or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the STREETS AND STORM DRAIN OPERATIONS MANAGER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all the materials, equipment, tools, constructing equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Such costs incurred by the OWNER will be determined by the STREETS AND STORM DRAIN OPERATIONS MANAGER and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the STREETS AND STORM DRAIN OPERATIONS MANAGER, the OWNER may without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the STREETS AND STORM DRAIN OPERATIONS MANAGER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the STREETS AND STORM DRAIN OPERATIONS MANAGER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after the (10) days from delivery of a WRITTEN NOTICE to the OWNER and the

STREETS AND STORM DRAIN OPERATIONS MANAGER, terminate the Contract and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the STREETS AND STORM DRAIN OPERATIONS MANAGER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days' notice to the OWNER and the STREETS AND STORM DRAIN OPERATIONS MANAGER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or STREETS AND STORM DRAIN OPERATIONS MANAGER to act within the time specified in the CONTRACT DOCUMENTS, or, if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or STREETS AND STORM DRAIN OPERATIONS MANAGER.

- 1-20 PROGRESS ESTIMATE - On or about the last day of the calendar month, the CONTRACTOR will, except as hereinafter provided, make in writing, and certify to the STREETS AND STORM DRAIN OPERATIONS MANAGER an estimate of the amount and value of the work completed by the CONTRACTOR up to that time in the performance of the Contract. In case of work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of work for which a lump sum is named in the Contract, the CONTRACTOR may use a breakdown of the lump sum price, provided that such breakdown is submitted within 15 calendar days after the execution of the Contract Agreement in a form acceptable to the STREETS AND STORM DRAIN OPERATIONS MANAGER. No payment will be made to the CONTRACTOR until such schedule has been submitted to and reviewed by the STREETS AND STORM DRAIN OPERATIONS MANAGER. To the figure thus arrived at shall be added any amounts due the CONTRACTOR for extra work and the amount of any approved claims for extra costs to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder, there shall be further deducted any amounts due the OWNER from the CONTRACTOR for supplies or materials furnished or services rendered and any other amounts that may be due the OWNER under the terms of the Contract. In preparing estimates for partial payments, consideration shall be given to delivery on the site of pipe, valves, fittings, and miscellaneous metal which will become a part of the finished construction work and for which payment in full has been made by the CONTRACTOR, but no consideration will be given to preparatory work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the STREETS AND STORM DRAIN OPERATIONS MANAGER, the CONTRACTOR is not diligently and efficiently endeavoring to comply with the intent of the Contract. No such estimate or payment shall be construed to be an acceptance of

any defective work or improper materials. Progress estimates shall be made in the form of itemized invoices in triplicate and shall be submitted together with the data set forth below:

A recapitulation showing balance due current month as follows:

Total Contract Price	_____
Extra Work Ordered	_____
Total Contract Price w/ CCO's	_____
Gross Earnings to Date	_____
(Including extra work ordered)	_____
Less 10% of gross Earnings to Date	_____
Net Earnings to Date	_____
Less Previous Claims	_____
Balance Due this Claim	_____

- 1-21 PROGRESS PAYMENTS - The OWNER will make payments on account of the Contract as follows: Not later than the 30th day of the month following the month in which the Contract is awarded, and the 30th day of each calendar month thereafter, the OWNER will pay to the **CONTRACTOR 95% (5% retention)** of the amount earned by the CONTRACTOR during the preceding month at the rate of prices set forth in the Contract, based on the estimate of the CONTRACTOR as reviewed and approved by the STREETS AND STORM DRAIN OPERATIONS MANAGER. At the request and expense of the CONTRACTOR 100% of the amount earned, which is funded by non-federal moneys, will be paid as specified above provided securities are substituted for the retention withheld. Securities shall be deposited with the OWNER or with a State or federally chartered bank as the escrow agent. In the event the securities are to be deposited with an escrow agent, CONTRACTOR agrees to execute any and all necessary documents including an escrow agreement substantially similar to the form set forth in Public Contract Code, Section 22300. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. If the OWNER fails to make payment by the date specified above, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is received by the CONTRACTOR.

The retention will be held by the OWNER or the securities will be held by the OWNER or escrow agent until thirty-five (35) days following filing of the Notice of Completion.

- 1-22 FINAL ESTIMATE - Upon completion of the contract and final inspection and acceptance by the STREETS AND STORM DRAIN OPERATIONS MANAGER, the STREETS AND STORM DRAIN OPERATIONS MANAGER shall prepare a final estimate of quantities and the value of such work and the OWNER shall pay to the CONTRACTOR the entire sum so found to be due after deducting

therefrom all previous payments and all amounts to be retained under the provisions of the CONTRACT. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

- 1-23 ACCEPTANCE & FINAL PAYMENT - Upon receipt of the WRITTEN NOTICE from the CONTRACTOR that the WORK is ready for final inspection and acceptance, the STREETS AND STORM DRAIN OPERATIONS MANAGER will promptly make such inspection, and when he finds the WORK acceptable under the CONTRACT, and the CONTRACT fully performed, he will promptly issue a final certificate, over his own signature, stating that the WORK required by this Contract has been completed and recommending acceptance of the Work by the OWNER. The OWNER, after acceptance of the work by City Council, then shall issue a formal Notice of Acceptance, and the entire balance found to be due shall be paid to the CONTRACTOR by the OWNER thirty-five (35) days from the date of recording by the OWNER of the Notice of Acceptance of all WORK covered by this Contract.

Before issuance of the Notice of Acceptance, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, materials bills, and other indebtedness connected with the WORK have been paid, or if not paid, then the CONTRACTOR shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER except the following:

- (A) those arising from unsettled liens;
- (B) those arising from faulty work appearing within twelve (12) months after the date of filing of the Notice of Acceptance;
- (C) those arising from failure to meet the requirements of the SPECIFICATIONS; or,
- (D) those arising from manufacturers' guarantees.

It shall also constitute a waiver of all claims by the CONTRACTOR except those previously made and still unsettled.

All prior certificates upon which partial payment may have been made, being merely estimates, shall be subject to a correction on the final certificate.

- 1-24 QUANTITIES & UNIT PRICES - The quantities noted in the schedule are approximations for comparing BIDS, and no claim shall be made against the OWNER for excess or deficiency therein. Payment at the unit or lump sum prices set forth in the schedule will constitute payment in full for the completed WORK and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

The quantities of WORK performed will be computed for payment by the STREETS AND STORM DRAIN OPERATIONS MANAGER on the basis of measurements taken by the STREETS AND STORM DRAIN OPERATIONS MANAGER, and these measurements shall be final and binding.

1-25 PROOF OF CARRIAGE OF INSURANCE CONTRACTOR shall furnish such insurance coverage as indicated in the section "INSURANCE REQUIREMENTS FOR CONTRACTORS".

- (A) "General Liability Special Endorsement"
- (B) "Automobile Liability Special Endorsement"
- (C) "Workers' Compensation/Employees Liability Special Endorsement"
- (D) "Certificate of Insurance"

All of the above to be submitted prior to execution of this agreement.

Insurance shall be provided by an insurance company licensed to transact such business in the State of California with a current A.M. Best's rating of no less than A: VII. Liability insurance shall be written on an "occurrence" basis.

CONTRACTOR shall furnish OWNER, through the STREETS AND STORM DRAIN OPERATIONS MANAGER, concurrently with the execution thereof, with satisfactory proof of carriage of the insurance required and that each carrier shall give OWNER at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

1-26 CONTRACT SECURITY The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of California. The bonding company shall be an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner. The expense of these bonds shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond(s) shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the OWNER.

1-27 ASSIGNMENTS - Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent to the other party.

1-28 INDEMNIFICATION - The CONTRACTOR will indemnify and hold harmless the OWNER and their officers, agents, employees, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused in whole or in part by any negligent or

willful act or omission of the CONTRACTOR, or any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER, his agents or employees arising out of the preparation or review of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, design, or SPECIFICATIONS.

- 1-29 SEPARATE CONTRACTS - The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S work depend upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the STREETS AND STORM DRAIN OPERATIONS MANAGER any defects in such WORK that render it unsuitable for such proper execution and results.

The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK and shall properly connect and coordinate his WORK with theirs.

If the performance of additional WORK by other contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 1-14 and 1-15.

- 1-30 SUBCONTRACTING The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS. The CONTRACTOR shall perform not less **than thirty percent (30%)** of the original Contract Bid Price with his/her own forces.

The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS in so far as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this Contract shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

- 1-31 STREETS AND STORM DRAIN OPERATIONS MANAGER'S AUTHORITY - The STREETS AND STORM DRAIN OPERATIONS MANAGER shall act as the OWNER'S representative. He shall decide

questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The STREETS AND STORM DRAIN OPERATIONS MANAGER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

The CONTRACTOR will be held strictly responsible to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The STREETS AND STORM DRAIN OPERATIONS MANAGER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

- 1-32 LAND AND RIGHTS-OF-WAY - Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired. The CONTRACTOR shall provide, at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

- 1-33 GUARANTY - Unless stipulated otherwise in the SPECIFICATIONS, the CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion of the system that the completed system is free from all defects due to faulty materials and workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

- 1-34 TAXES - The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

- 1-35 CONTRACTOR'S UNDERSTANDING - It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and extent of the WORK, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the WORK, the general and local conditions, and all other matters which can in any way affect the WORK under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- 1-36 ACCIDENTS - The CONTRACTOR shall provide, at the site, such equipment, and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the WORK. The CONTRACTOR must promptly report in writing to the STREETS AND STORM DRAIN

OPERATIONS MANAGER all accidents whatsoever arising out of, or in connection with the performance of the WORK, whether on or adjacent to the site which causes death, personal injury, or property damages are caused, the accident shall be reported immediately by telephone or messenger to both the STREETS AND STORM DRAIN OPERATIONS MANAGER and the OWNER. If any claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the STREETS AND STORM DRAIN OPERATIONS MANAGER, giving full details of the claim.

- 1-37 SAFETY AND SANITATION - The CONTRACTOR shall provide adequate safety and sanitation facilities according to State Laws and local ordinances.
- 1-38 CLIMATIC CONDITIONS - The STREETS AND STORM DRAIN OPERATIONS MANAGER may order the CONTRACTOR to suspend any WORK that may be subject to damage by climatic conditions. The CONTRACTOR may suspend WORK if climatic conditions are such that the CONTRACTOR is unable to work. In such case, the CONTRACTOR, within seven (7) days, shall request in writing a CHANGE ORDER to extend the CONTRACT TIME.
- 1-39 OFFICIALS NOT TO BENEFIT - No official of the OWNER shall receive any benefit that may arise by reason of this Contract.
- 1-40 CLEAN-UP - During the progress of the WORK, the CONTRACTOR shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the WORK, the CONTRACTOR shall remove from the vicinity of the WORK all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the OWNER after ten (10) calendar days' notice to the CONTRACTOR at the expense of the CONTRACTOR, and his surety or sureties shall be liable therefore.

As part of the final clean-up, the CONTRACTOR shall dress up and grade the right of way to match existing ground surfaces and shall remove therefrom all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the STREETS AND STORM DRAIN OPERATIONS MANAGER.

No direct payment will be made to the CONTRACTOR for any clean-up work, but all compensation therefore shall be included in the prices BID in the schedule for the various items of work.

- 1-41 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding 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 Professions 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 by the parties.

- 1-42 CONSTRUCTION RECORD DRAWINGS The CONTRACTOR shall maintain a neatly marked set of record drawings showing the final locations and layout of all piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, in full accordance with and showing all field instructions, change orders and construction adjustments. Drawings shall indicate location of subgrade structures left in place.

Drawings shall be subject to the inspection of the STREETS AND STORM DRAIN OPERATIONS MANAGER at all times and progress payments may be withheld if drawings are not current. At the final inspection the CONTRACTOR shall submit to the inspector, for review and comment by the STREETS AND STORM DRAIN OPERATIONS MANAGER, one (1) set of marked record drawings. Drawings shall be stamped "AS BUILT", dated, and signed by the CONTRACTOR. The work will not be formally accepted until the drawings are accepted by the STREETS AND STORM DRAIN OPERATIONS MANAGER.

- 1-43 STATE LABOR STANDARDS PROVISIONS State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All CONTRACTORS and SUBCONTRACTORS are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the CONTRACTOR or SUBCONTRACTOR shall forfeit, as a penalty, twenty-five (\$25) dollars for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that, notwithstanding the provision of Sections 1810-1814, employees of CONTRACTORS who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight hour per day at not less than 1-1/2 times the basic rate of pay.

- 1-44 PAYROLL RECORDS Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the WORK. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the CONTRACTOR as required by Labor Code Section 1776. Certified payrolls shall be submitted to OWNER weekly. Fringe benefit statements and apprenticeship agreements will be submitted with the project's first certified payroll or when there are mandated changes in the fringe benefits or when new apprentices are employed.

1-45 OVERTIME INSPECTION FEES The CONTRACTOR shall pay CITY for all overtime inspection in accordance with existing resolutions or fee schedule of the CITY unless the charges for such inspection have been specifically waived elsewhere within this Contract. Overtime inspection charges will be made for all inspections on Saturdays, Sundays, and CITY-designated holidays, and hours worked by the inspector other than those of the normal CITY working day.

1-46 CLAIMS FOR ADDITIONAL TIME Extension of time, when granted, will be based upon the effect of delays to the WORK as a whole and will not be granted for non-controlling delays to minor included portions of the WORK unless it can be shown that such delays did, in fact, delay the progress of the WORK as a whole. The CONTRACTOR shall not be entitled to damages or additional payment due to these delays except when CITY is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. No compensation for WORK delays prior to the original Contract duration shall be paid.

If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein. War, governmental regulations, priorities, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of WORK, other similar action of the elements, inability to obtain materials, equipment or labor because of Federal Government restrictions arising out of the National Defense or War Program, required "Extra Work", action or inaction by the CITY, or other specific reasons as may be further described in the Specifications may constitute such a delay.

If the CONTRACTOR is delayed by the failure of the CITY to furnish necessary rights of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the WORK, after written request therefore, the CONTRACTOR shall be entitled to an extension of time as provided herein.

1-47 RECYCLING The City of Madera encourages all CONTRACTORS, SUBCONTRACTORS, vendors, and suppliers to recycle in accordance with current industry best practices and as required by the State of California recycling of construction materials.

All asphalt concrete to be removed shall be removed by grinding and the grindings shall become City-Owned Material and shall be hauled to the **Talley Sand & Gravel at 12483 Road 29, Madera, California, and dispose of at that location as specified by the STREETS AND STORM DRAIN OPERATIONS MANAGER.**

Construction and demolition debris generated under a city issued building, renovation, or demolition permit and equal to or exceeding eight cubic yards of material by volume shall have necessary mixed and/or source separated C&D recycling bin(s) or roll-off boxes for the removal and recycling of all construction and demolition debris from the project site. The project permittee, designated hauler, or recycler shall provide to the City of Madera a monthly C&D report which contains at a minimum the construction site address, weight of material hauled, date hauled, material type, recycling facility name and address, and assurances from the recycling facility that a minimum of 50% of the C&D material has been recycled.

The city will provide the proper documentation form: however, other forms of documentation can be used as long as it is deemed by city staff to be acceptable and complete.

- 1-48 COLLECTION, TRANSPORT OF ALL CONSTRUCTION AND DEMOLITION DEBRIS The City of Madera requires all Contractors, Subcontractors, vendors, and suppliers to utilize Mid Valley Disposal for collection, transportation, and reporting of all construction and demolition debris.

SPECIAL CONDITIONS

2-1 REQUIREMENTS It is required that there be constructed and completed in accordance with "Sidewalk Repair Various Locations CDBG"

2-2 DESCRIPTION OF THE WORK The principal components of the WORK to be performed under these CONTRACT DOCUMENTS included but are not limited to the following:

The work shall generally consist of repairing and replacing of existing sidewalk with ADA compliant sidewalk, drive approaches, and curb ramps in various locations throughout the City of Madera. The project includes excavation of native soil, roadway excavation, demolition of concrete improvements, installation of curb ramps, curb and gutter, driveway approaches, HMA Type A, striping, tree removal, resetting utility valves and boxes to grade.

2-3 LABOR If any SUBCONTRACTOR or person employed by the CONTRACTOR shall appear to the STREETS AND STORM DRAIN OPERATIONS MANAGER to be incompetent or to act in a disorderly or improper manner, they shall be removed immediately on the request of the STREETS AND STORM DRAIN OPERATIONS MANAGER, and that person shall not again be employed on the work.

No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

The work shall at all times be executed under safe working conditions, and the conditions of work shall be subject to inspection and correction by the STREETS AND STORM DRAIN OPERATIONS MANAGER or safety inspectors of the OWNER.

2-4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK The CONTRACTOR shall commence WORK and shall complete all of the WORK in accordance with the schedule and within the time stated in the BID. The capacity of the CONTRACTOR's construction plant, sequence of operations, method of operations, and the forces employed shall, at all times during the continuance of the Contract, be subject to the approval of the STREETS AND STORM DRAIN OPERATIONS MANAGER and shall be such as to ensure the completion of the WORK in accordance with the required schedule and within the time specified.

2-5 SCHEDULE OF WORK The CONTRACTOR shall submit a schedule of work for the improvements for review at the pre-construction meeting. This schedule shall indicate the date the CONTRACTOR will obtain any and all permits from outside agencies, including a permit from the Division of Industrial Safety for any excavation five (5) feet or more in depth. This schedule shall show all items of work and expected construction times for each item. This schedule shall be revised every two (2) weeks as required and submitted to the STREETS AND STORM DRAIN OPERATIONS MANAGER. The STREETS AND STORM DRAIN OPERATIONS MANAGER may withhold progress payments for failure of the CONTRACTOR to submit a schedule of work.

2-6 SEQUENCE OF WORK The CONTRACTOR shall schedule work with the utmost diligence and execute the work expeditiously so as to minimize public inconvenience.

- 2-7 RESPONSIBILITY REGARDING EXISTING UTILITIES AND PRIVATE PROPERTY The existence and location of public and private utilities indicated on the DRAWINGS are not guaranteed and any additional utilities and facilities not shown on the DRAWINGS shall be investigated and protected by the CONTRACTOR. The CONTRACTOR shall be held responsible for damage to and for maintenance and protection of existing pipelines, irrigation facilities, public utilities, driveways, alleys, sidewalks, curbs and gutters, and existing fences.

Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The CONTRACTOR shall adequately protect all adjoining property and structures from damage, whether within or without of the OWNER-furnished rights-of-way and shall be fully responsible for any damage to adjoining property and structures which may result from WORK done under this Contract. Unless otherwise provided, the CONTRACTOR shall repair or replace all existing improvements (e. g. curbs, sidewalks, driveways, fence, signs, utilities, street surfaces, structures, sprinkler, etc.) damaged or removed as a result of his operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension, whether within the right-of-way or on private property. All repairs and replacements for items on private properties shall be made within seven (7) calendar days.

All costs to the CONTRACTOR for protecting, removing, and restoring existing improvements shall be included in the various bid items and no separate payment will be made therefore.

It shall be the CONTRACTOR's responsibility to notify the Underground Service Alert (USA) Organization for utility undergrounding permits per Section 4216 of the Government Code. The CONTRACTOR shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The USA North's - Underground Service Alert phone number is 811/1-800-227-2600.

The CONTRACTOR shall use extreme care during construction to prevent damage from dust to adjacent property. The CONTRACTOR shall sprinkle the areas where the passage or operation of vehicles and equipment creates a dust problem, or take other preventive measures as directed by the STREETS AND STORM DRAIN OPERATIONS MANAGER. The CONTRACTOR shall furnish all labor, equipment, materials and means required to control dust which is in any way a result of the CONTRACTOR'S operations.

The CONTRACTOR shall be responsible for all damage or injury which may result to property, outside of the construction right-of-way or within the right-of-way where so noted, from the CONTRACTOR'S operations hereunder, or otherwise, from the performance of this Agreement or failure of performance of this Agreement by said CONTRACTOR or any of his subcontractors or employees.

- 2-8 PROJECT SITE MAINTENANCE Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the CONTRACTOR shall keep the work site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water or other means as necessary.

CONTRACTOR shall maintain site in accordance with the City of Madera NPDES Permit for their storm drainage system. Copy of said permit is available at the office of the City of Madera STREETS AND STORM DRAIN OPERATIONS MANAGER.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup, dust control, and project site maintenance costs shall be absorbed in the CONTRACTOR'S bid.

- 2-9 NOTIFICATION All homeowners and businesses affected by the construction shall be notified five (5) days in advance of the Work. The notification shall be in a form of a written posting, stating the time and date that the activities will take place. Should work not occur on the specified day, a new notification will be distributed. Suitable signs shall be posted 48 hours prior to the surfacing. "No Parking" signs shall include the wording, "Vehicle Code Section 22654".
- 2-10 WATER SUPPLY Water will be available to the CONTRACTOR for the performance of the WORK from assigned City fire hydrants. CONTRACTOR will be billed monthly for metered fire hydrant water. Prior to the use of any hydrant, the CONTRACTOR shall notify the Madera Public Works Department and a representative from the Public Works Department will install a meter furnished by the Public Works Department on the fire hydrant. It will be the CONTRACTOR'S responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. The CONTRACTOR is responsible for security of the City-furnished meter. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. Payment of work specified above shall be included in the unit and lump sum prices bid in the schedule for the various items of WORK.
- 2-11 MATERIALS FURNISHED BY OWNER No labor, material, or other facilities shall be provided by the OWNER unless otherwise indicated on the DRAWINGS or in the SPECIFICATIONS.
- 2-12 MATERIALS FURNISHED BY CONTRACTOR Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the WORK.
- 2-13 REQUEST FOR EXTENSION OF TIME No extension of time shall be made for delay occurring more than seven (7) calendar days before a claim is made therefore in writing to the STREETS AND STORM DRAIN OPERATIONS MANAGER. In the case of a continuing cause of delay, only one claim is necessary.
- 2-14 RIGHTS-OF-WAY The CONTRACTOR shall not be entitled to extra compensation for hardships and increased cost caused by the WORK being adjacent to telephone-telegraph lines and guide wires, power lines and guide wires, buildings, fences, pipelines, ditches, roadways, and other obstacles, which may physically restrict or limit the use of construction equipment. In some cases, such physical confinement may necessitate special methods of construction of the WORK. If the CONTRACTOR desires to utilize additional area, he shall obtain the necessary written approvals from the landowner.

No additional compensation shall be paid to the CONTRACTOR for the cost of obtaining additional right-of-way or for the inability to obtain such.

2-15 TRAFFIC CONTROL, CONSTRUCTION SIGNS, BARRICADES, AND LIGHTS

- 2-15.1 TRAFFIC SAFETY AND ACCESS The CONTRACTOR'S operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. A schedule of work shall be submitted to the STREETS AND STORM DRAIN OPERATIONS MANAGER for approval prior to the start of construction. CONTRACTOR shall immediately notify STREETS AND STORM DRAIN OPERATIONS MANAGER of any changes to the approved schedule.

The CONTRACTOR shall submit a traffic control plan to the STREETS AND STORM DRAIN OPERATIONS MANAGER for approval before the start of construction.

The CONTRACTOR shall backfill all trenches at the end of each working day. The CONTRACTOR shall place and compact backfill in trenches as required to obtain a stable foundation daily for traffic use. In paved areas, three (3) inches of "cold mix" asphalt concrete shall overlay the compacted backfill and be installed daily. Temporary paving work shall be completed to the satisfaction of the STREETS AND STORM DRAIN OPERATIONS MANAGER. A stockpile of "cold mix" asphalt concrete shall be kept at the project site. There shall be no exception to this requirement.

Public ingress-egress to all streets including driveway access for residences and businesses shall be maintained at all times.

Where necessary, the CONTRACTOR shall place ramps, temporary driveways, or steel plates.

Work will not be permitted on Sundays. The CONTRACTOR must submit an application for Saturday work at least 7 (seven) days in advance of the Saturday in question. Overtime expenses will be charged to the CONTRACTOR for approved Saturday work.

Before the CONTRACTOR commences work, he shall discuss with the STREETS AND STORM DRAIN OPERATIONS MANAGER his proposal for controlling access during the work.

All costs to the CONTRACTOR for complying with the provisions of this section shall be included in various bid items and no separate payment will be made.

- 2-15.2 PUBLIC SAFETY The CONTRACTOR shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with the provisions of these and all other applicable laws, ordinances, and regulations.

- 2-15.3 TRAFFIC CONTROL The CONTRACTOR shall be solely and completely responsible for furnishing, installing and maintaining all warning signs and devices, necessary to safeguard the general public and the work, and to provide for the proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. All traffic control devices left in use over-night shall be illuminated. Arrow boards will be required for lane closures. The CONTRACTOR shall submit a plan showing traffic control measures and/or detours for vehicles and pedestrians affected by the

construction to the STREETS AND STORM DRAIN OPERATIONS MANAGER for review and approval. This plan shall be submitted a minimum of five (5) working days prior to the start of work within the street right-of-way. The CONTRACTOR will not be allowed to begin work until an approved plan is on file with the STREETS AND STORM DRAIN OPERATIONS MANAGER. Approval by the STREETS AND STORM DRAIN OPERATIONS MANAGER shall in no way relieve the CONTRACTOR from maintaining proper controls at all times.

- 2-16 STORAGE OF EQUIPMENT AND MATERIALS Construction equipment shall not be stored in streets, roads, or highways without obtaining the approval of the STREETS AND STORM DRAIN OPERATIONS MANAGER, and then not for more than five (5) days after unloading. All materials or equipment not installed or used in the construction within five (5) days after unloading shall be stored elsewhere by the CONTRACTOR at his expense unless he is authorized additional storage time. Construction equipment shall not be stored at the work site before its actual use on the work and not for more than five (5) days after it is no longer needed on the work. Time necessary for repair or assembly of equipment may be authorized by the STREETS AND STORM DRAIN OPERATIONS MANAGER.
- 2-16.1 STOCKPILE SITES Any sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way in a location identified by the STREETS AND STORM DRAIN OPERATIONS MANAGER. Arrangements for these sites shall be the responsibility of the CONTRACTOR. If on private property, a written agreement with the Owner shall be provided to the STREETS AND STORM DRAIN OPERATIONS MANAGER prior to commencing operations.
- 2-17 GENERAL PROVISIONS The specification of any action or remedy that may be taken by the OWNER or the STREETS AND STORM DRAIN OPERATIONS MANAGER pursuant to the terms hereof for the failure of the CONTRACTOR to perform this Contract or for the breach hereof or for indemnity shall not be the exclusive action or remedy of the OWNER or the STREETS AND STORM DRAIN OPERATIONS MANAGER, but shall be cumulative with all other actions, rights, and remedies contained herein
- 2-18 CLEAN AIR ACT OF 1970 ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACTS AS AMENDED BY THE CLEAN WATER ACT OF 1977 CONTRACTOR agrees to comply with Federal clean air and water standards during the performance of this Contract. The CONTRACTOR shall provide a Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) plan as is applicable for the project and shall be prepared and submitted for approval prior to the start of the work. The plan shall be prepared by an authorized QSD and approved by the CITY STREETS AND STORM DRAIN OPERATIONS MANAGER.

The Contractor shall coordinate with the City of Madera and file a Notice of Intent (NOI) to comply with associated construction activity of this project with the State Water Resources Control Board and shall pay the fees required. The CONTRACTOR and SUBCONTRACTORS shall be regulated by the general construction permitting. The City's Storm Water Pollution Prevention Plan (SWPPP) is on file at the office of the City STREETS AND STORM DRAIN OPERATIONS MANAGER.

Full compensation for furnishing labor, materials, tools, equipment, and incidentals for doing all work for compliance with this special condition shall be included in the Contract BID ITEM price or within the various BID items and no additional compensation will be allowed therefore.

2-19 AWARD OF CONTRACT The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

2-20 HAZARDOUS MATERIAL AND CHANGED CONDITIONS

(A) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the STREETS AND STORM DRAIN OPERATIONS MANAGER, in writing, of any:

- 1) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be moved to a Class I, Class II, or Class III disposal site in accordance with provision of existing law.
- 2) Subsurface or latent physical conditions at the site differing from those indicated.
- 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(B) The STREETS AND STORM DRAIN OPERATIONS MANAGER shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

(C) In the event that a dispute arises between the STREETS AND STORM DRAIN OPERATIONS MANAGER and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR'S cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

2-21 ACCESS TO PROPERTY Pedestrians and vehicular access to properties shall be provided and maintained at all times. Exceptions include during the actual placing of concrete or, for very short periods, during paving operations. Access shall be safe and reasonable for pedestrians and for motor vehicles used by property owners and emergency vehicles (fire, police, and ambulance). The STREETS AND STORM DRAIN OPERATIONS MANAGER will make the sole determination of what is safe and reasonable.

2-22 HOURS OF LABOR The CONTRACTOR shall forfeit, as penalty to the OWNER, the sum of twenty-five (\$25.00) for each laborer, worker, mechanic, and any subcontractor under him for each calendar day during which such laborer, worker, mechanic, or subcontractor is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the CONTRACTOR with reasonable notice and written permission of the STREETS AND STORM DRAIN OPERATIONS MANAGER. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays, or City holidays, except such work as is necessary for the proper care and protection of the work already performed, or in case of an emergency.

City holidays shall be defined as those holidays annually observed by the City. These are: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday (4hrs), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day, (a total of 12 days). City staff shall not work on City recognized Holidays unless the Contractor agrees to cover the cost of staff time.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover STREETS AND STORM DRAIN OPERATIONS MANAGER, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. CONTRACTOR agrees the STREETS AND STORM DRAIN OPERATIONS MANAGER shall deduct such charges from payment due the CONTRACTOR.

- 2-23 DUST CONTROL CONTRACTOR shall prepare and provide a dust control plan in accordance with San Joaquin Valley Unified Air Pollution Control District requirements. Said plan shall be approved prior to start of construction. All cost for preparing said plan and acquiring approval shall be included in CONTRACTOR's bid. Dust control requirements shall be included in all construction contract specifications. These construction contract specifications shall include the following San Joaquin Valley Unified Air Pollution Control District's Regulation VIII, Rule 8020 fugitive dust mitigation requirements for the control of fine particulate matter (PMIO) from construction activities:

"All disturbed areas of a construction site, including storage piles of fill dirt and other bulk materials, which are not being actively utilized for construction purposes for a period of seven calendar days or more, shall be stabilized using one or more of the following approved soil stabilization methods to effectively limit visible dust emissions. Where soil moisture or natural crusting is sufficient to limit visible dust emission, no action is required. Disturbed areas shall be stabilized for the duration of the construction activity or until construction work resumes on the inactive disturbed area.

- (A) Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions; or
- (B) Where a chemical dust stabilizer or suppressant, watering shall be applied to effectively limit visible dust emission; or
- (C) Where planting of trees and vegetative ground cover is utilized, vegetation shall be planted in sufficient density and watered with sufficient frequency to effectively stabilize the disturbed area and limit visible dust emissions.

All operations shall effectively limit visible dust emissions from on-site unpaved roads and off-site unpaved access roads using one or more of the following stabilization methods. Road stabilization

shall be maintained for the duration of the activity. Where soil moisture is sufficient to meet this requirement, no action is required.

- (A) Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions.
- (B) Where a chemical dust stabilizer or suppressant is used, the stabilizer or suppressant shall be applied to effectively limit visible dust emissions.

No person shall undertake any land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill operations, or demolition activities, without utilizing appropriate dust control measures during the land preparation, demolition, excavation, or extraction. Appropriate dust control measures may consist of the effective application of water or pre-soaking.

All operations shall limit track-out and expeditiously remove the accumulation of mud or dirt from public paved roads, including shoulders, adjacent to the site. Removal activities must comply with local requirements and procedures.

In addition to restrictions imposed by local agencies, the use of dry rotary brushes for removal of deposited mud/dirt carryout from a paved road shall be prohibited, except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices for removal of deposited mud/dirt carryout from subject paved roads shall be prohibited.”

- 2-24 NOISE CONTROL Noise generating construction equipment activities shall be limited to 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays. No noise generating construction activities shall be permitted on Sundays and holidays.

All construction equipment shall be maintained according to manufacturers’ specifications and noise generating construction equipment shall be equipped with mufflers.

- 2-25 CLEAN-UP The CONTRACTOR shall clean up the job site prior to acceptance of the WORK. All dirt, spoil, and debris of any nature shall be removed, and the entire site shall present a clean, workmanlike appearance. Any damage to paint work caused from spillage or splattering, or from prime coating, paving or seal coating operations shall be corrected. All areas such as manways, gutters, and intersections shall have the surfacing mix removed as specified by the STREETS AND STORM DRAIN OPERATIONS MANAGER. The CONTRACTOR shall remove, on a daily basis, any debris associated with the performance of the WORK.

- 2-26 SPREADING EQUIPMENT Except as herein specified, pavers shall be capable of spreading and finishing asphalt concrete true to line, grade and crown as required in State Standard Specification, Section 39.

- Pavers shall be equipped with quick and efficient steering devices and shall have reverse as well as forward travelling speeds;
- Pavers shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with distributing screws of the reversing type to place the mixture uniformly in front of the screed;

- The screed shall be equipped with a controlled heating device for use when required. The screed shall strike off the mix to the depth and cross section specified without the aid of manual adjustments during operations;
- Particular attention shall be directed to the setting, clearance, and wear condition of the tamper bar on paver screeds so equipped.

2-27 24-HOUR CUSTOMER ACCESS Service Provider must respond to calls from customers or the City concerning leaks, loss of service and other problems associated with installations on a 24-hour per day basis. Service Provider must respond within one (1) hour of receiving the call and mobilize to correct any problems within three (3) hours of receiving the call.

STANDARD SPECIFICATIONS AND PLANS

The following indicated provisions of the City of Madera's Standard Specifications are hereby referred to and incorporated herein as though set forth in full.

The Standard Specifications and Standard Drawings are available online at <https://www.madera.gov/home/departments/engineering/standard-drawings/>, and click on Specifications or Drawings. These online specifications and drawings are the most current, approved issue.

STANDARD SPECIFICATIONS

SECTION	TITLE
1.	TERMS, DEFINITIONS
2.	SCOPE AND CONTROL OF THE WORK
3.	CHANGES IN WORK
4.	CONTROL OF MATERIALS
5.	UTILITIES
6.	PROGRESS AND ACCEPTANCE OF WORK
7.	CONTRACTOR'S RESPONSIBILITIES & CONDUCT
8.	MEASUREMENT AND PAYMENT
9.	RESERVED
10.	CLEARING AND GRUBBING
11.	EXCAVATION & GRADING
12.	AGGREGATE SUBBASE AND AGGREGATE BASE
13.	ASPHALT CONCRETE PAVEMENT
14.	CONCRETE IMPROVEMENTS
15.	TRAFFIC DIVIDER ISLANDS
16.	TRENCHING AND TRENCH RESURFACING
17.	SANITARY SEWER PIPE AND APPURTENANCES
18.	BIKE LANE GUIDELINES
19.	JACKING PIPE
20.	STORM DRAINAGE PIPING AND STRUCTURES
21.	DOMESTIC WATER FACILITIES DESIGN CRITERIA
22.	WATER FACILITIES
23.	TRAFFIC SIGNALS
24.	DEMOLITION OF BUILDINGS
25.	PLANTING AND IRRIGATION SYSTEMS
26.	RESERVED
27.	CONSTRUCTION PLAN SUBMITTALS
28.	TRAFFIC STRIPES AND PAVEMENT MARKINGS
29.	CONCRETE MASONRY WALL
30.	ORNAMENTAL STREET LIGHTING
31.	TRAFFIC SIGNALS

STANDARD SPECIFICATIONS

SECTION	TITLE
32.	“UPS” FOR TRAFFIC SIGNALS

STANDARD PLANS

PLAN NUMBER	TITLE
B-1	FOUR (4) INCH MASONRY WALL
B-2	SIX (6) INCH MASONRY WALL
B-3	CHAINLINK FENCE DETAILS
B-4	COMPLEX DIRECTORY SIGN
B-5	PEDESTRIAN RAMP
B-6	PEDESTRIAN RAMP
B-7	DOWNTOWN STREETSCAPE TREE WELL & GATE DETAL
E-1	SURVEY MONUMENT
E-2	PROPERTY MONUMENT DETAILS
E-3	ELEVATION BENCHMARK DETAILS
E-4	OFF-STREET PARKING REQUIREMENTS
E-5	INTENTIONALLY LEFT BLANK
E-6	PARKING LOT DETAILS
E-7	TYPICAL REFUSE CONTAINER ENCLOSURE DETAILS
S-1	48 INCH SEWER MANHOLE
S-2	60 INCH SEWER MANHOLE
S-3	WASTE WATER SAMPLING MANHOLE
S-4	DROP MANHOLE TYPE “A”
S-5	DROP MANHOLE TYPE “B”
S-6	CAST IRON MANHOLE FRAME AND COVER
S-7	LAMPHOLE SEWER CLEANOUT
S-8	PIPE BEDDING & TRENCH BACKFILL (for concrete encasement, 6” – 24” pipe)
S-9	CONCRETE SUPPORT FOR UNDERCUT PIPELINES 12” OR LARGER
S-10	PIPE BEDDING & TRENCH BACKFILL
S-11	SAND AND GREASE INTERCEPTOR
S-12A	SEWER HOUSEBRANCH CONNECTION DETAILS “A”
S-12B	TEMPORARY CLEANOUT
S-13	HOUSE BRANCH CONNECTIONS
S-14	INSTALLATION OF SEWER PIPE IN JACKED STEEL CASING

STANDARD PLANS

PLAN NUMBER	TITLE
SD-1	STORM DRAIN BASIN REQUIREMENTS
SD-2A	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2B	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2C	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2D	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2E	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2F	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2G	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
SD-2H	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
ST-1	CONCRETE VALLEY GUTTER
ST-2	RESIDENTIAL STREET
ST-3	RESIDENTIAL ACCESS STREET
ST-4	COLLECTOR STREET WITH TWO WAY LEFT TURN LANE
ST-5	ARTERIAL STREET
ST-6	FRONTAGE STREET
ST-7	CONCRETE VALLEY GUTTER IN ALLEYWAYS
ST-8	COMMERCIAL AND RESIDENTIAL CONCRETE ALLEY APPROACH
ST-9	STRUCTURAL SECTION FOR RESIDENTIAL BOUNDARY STREET
ST-10	STRUCTURAL SECTION FOR COLLECTOR BOUNDARY STREET
ST-11	CUL-DE-SAC DETAIL (DEAD END ROAD)
ST-12	TYPICAL CURB AND CURB & GUTTER
ST-13A	SIDEWALK AND APPROACH DETAIL – 1
ST-13B	SIDEWALK AND APPROACH DETAIL – 2
ST-14	SIDEWALK AND APPROACH DETAIL – 3
ST-15	NEW DRIVEWAY WITH EXISTING GUTTER
ST-16	CURB ACCESS RAMP
ST-17	SIDEWALK CHANNEL DRAIN NEW OR EXISTING
ST-18	STORM WATER INLET
ST-19	UTILITY LOCATION IN STREET AREA
ST-20	LED STREET LIGHT INSTALLATION
ST-21	STREET LIGHT POLE NUMBERING
ST-22	STREET LIGHT CONCRETE PULL BOX
ST-23	STREET LIGHT CONNECTION DIAGRAM
ST-24	SPECIFICATIONS STREET LIGHT INSTALLATION

STANDARD PLANS

PLAN NUMBER	TITLE
ST-25	STREET NAME SIGN, STOP SIGN, AND SIGN POST ASSEMBLY
ST-26	STREET NAME SIGN
ST-27	GUARD PANEL
ST-28	PROTECTION POST
ST-29	STREET EXCAVATION, BACKFILL, & SURFACE RESTORATION
ST-30	DECORATIVE STREET LIGHTS DOWNTOWN PARKING DISTRICT ONLY
W-1	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-2	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-3	THRUST BLOCK BEARING AREA
W-4	CAST IRON CAP FOR REPAIR OF A.C. PIPE
W-5	FIRE HYDRANT INSTALLATION WITH PROTECTOR POSTS
W-6	FIRE HYDRANT PAVEMENT MARKERS
W-7	REPLACEMENT OF HOUSE SEWER CROSSING WATER MAIN
W-8	VALVE WELL & COVER
W-9A	1" WATER SERVICE CONNECTION WITH METER
W-9B	WATER SERVICE CONNECTION & METER BOX INSTALLATION
W-10	1¼", 1½", 2" SERVICE CONNECTION & METER BOX INSTALLATION
W-11	WATER SAMPLING STATION
W-12	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (RP) FOR WATER MAIN CONNECTION & PROCEDURES
W-13	FLUSHING NEW WATER MAIN
W-14	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY
W-15	REDUCED PRESSURE PRINCIPLE FIRE SPRINKLER SYSTEM CLASS III, IV & V
W-16	DOUBLE CHECK DETECTOR ASSEMBLY (DCDA) BACKFLOW PREVENTION ASSEMBLY
W-17	WATER WELL DESTRUCTION
W-18	AIR VACUUM AND RELEASE VALVE
W-19	DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY
W-20	CONSTRUCTION WATER SOURCE
W-21	PRESSURE VACUUM BREAKER
W-22	INSTALLATION REQUIREMENTS FOR AN APPROVED AIR GAP SEPARATION
W-23	MONITORING WELL MANHOLE CONSTRUCTION DETAIL
W-24	COMPOUND METER SETTING WITH BY-PASS
W-25	TURBINE METER SETTING WITH BY-PASS
W-26	FIRE HYDRANT INSTALLATION

STANDARD PLANS

PLAN NUMBER	TITLE
W-27	GUARD POST DETAILS
W-28	BLOW-OFF ASSEMBLY TYPE B
W-29	AQUAGRIP GATE VALVE

CDBG EXHIBITS CHECKLIST

Exhibit	Description	When to Submit
A	Ethnicity Information	With Bid
B	Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports	With Bid
C	Certification-Minority Contractors	With Bid
D	Statement of Work Force Needs (Marked "Preliminary")	With Bid
E	Title 49, Code of Federal Regulations (CFR), Part 29 Debarment and Suspension Certification (Form to be submitted with Bid Proposal for both Bidder and Subcontractors) DOL Requirement	With Bid
F	SF-LL Disclosure of Lobbying Activities	With Bid
G	U.S. Department of Housing and Urban Development Section 3 Plan	Prior to Award
H	Certification of Nonsegregated Facilities	Prior to Award
I	Disadvantaged Business Enterprise (DBE) Good Faith Efforts	With Bid
J	Utilization of DBEs	With Bid
K	Bidders Assurance of Compliance with Title 49 CFR 23 Relating to DBE Participation	With Bid
L	Equal Opportunity	With Bid
M	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)	Informational
N	Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)	Informational
O	Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects	Informational
P	Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects Bidding Requirements	Informational
Q	Excerpts from 24 CFR as Applicable to the Prohibition of use of Lead-based Paint and the Elimination of Lead-based Paint Hazard (for building construction)	N/A
R	Federal Minimum Wage Decision	Informational
S	Federal Labor Standards Provisions (HUD 4010)	Informational
T	State Labor Standards Provisions	Informational
U	Contractor's Subcontractor's Certification Concerning State Labor Standards and Prevailing Wages	With Bid
V	Contractor's Guaranty	With Bid

EXHIBIT A
ETHNICITY INFORMATION

This project is funded in whole or in part by funds administered by the U.S. Department of Housing and Urban Development (HUD). Federal regulations require all agencies utilizing HUD funds to collect ethnicity information on all bidders of HUD funded projects. Please provide the requested ethnicity information in the space provided below. This information will **not** be used in determining the lowest responsive bidder for the project. However, failure to provide the requested information could result in the bid being deemed “nonresponsive”.

The entity, _____, submitting a bid for
(Company Name)

_____ project is a:
(Project Name)

CHECK ALL THAT APPLY:

- _____ Women’s Business Enterprise (WBE)
- _____ Minority Business Enterprise (MBE)
- _____ Black African Racial Groups (Not of Hispanic Origin)
- _____ Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race)
- _____ Asian and Pacific Island (all persons having origins in any or the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands)
- _____ American Indian or Alaskan native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliation through membership and participation or community identification)
- _____ None of the above

EXHIBIT B
CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF
REQUIRED REPORTS

The bidder_____, proposed subcontractor_____, hereby certifies that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has_____, has not ___, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee or Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____

(Title)

Date: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by bidders and proposed subcontractor only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

EXHIBIT C
CERTIFICATION-MINORITY CONTRACTORS

HUD, Comm. Dev.

LWCF, 1974 STATE BOND ACT

NOTE: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The Bidder certifies that:

- A. ☐ I do not intend to subcontract any work on this project.
- B. ☐ I do intend to subcontract portions of the work on this project.

In accordance with the provisions of "*Participation by Minority Business Enterprises in Subcontracting*," (page MBE-1) of the special provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

The above certification is required by Executive Order 11625

BIDDER: _____

_____ BY:

_____ DATE:

TITLE:

NOTE: SHALL BE SUBMITTED WITH BID

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES

IN SUBCONTRACTING (EXECUTIVE ORDER 11625)

1. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider minority business enterprises as potential subcontractors.
2. Affirmative action shall consist of seeking out minority business enterprises that are potential subcontractors and actively soliciting their interest, capability and actively soliciting their interest, capability, and prices; and documenting such action.
3. A *"Minority business enterprise"* shall mean a business of which at least fifty (50) percent is owned by minority group members, or in the case of publicly owned by minority group members. *"Minority group members"* are defined as American Negroes, Spanish-speaking American persons, American Asians, American Indians, American Eskimos, and American Aleuts.
4. A form has been included in the Proposal Section, to be completed by the bidder which will satisfy the certification requirements for affirmative action at the time of submitting the bid.
5. Should the bidder fail to submit this certification or submit a false certification, the bid will be rendered non-responsive.
6. Should the Contractor request permission to subcontract a portion of the work at any time during the life of the contract after the bid submittal, certification of affirmative action, as provided in paragraph (b) shall be furnished, if it has not been done so during the bidding stage. Forms for this certification will be available from the STREETS AND STORM DRAIN OPERATIONS MANAGER.
7. The Contractor shall designate and make known to the STREETS AND STORM DRAIN OPERATIONS MANAGER a liaison office to administer the contract's minority business enterprise program.
8. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the provisions of this Section, the Owner shall impose such contract sanctions as it or the Department of Housing and Urban Development may determine to be appropriate, including, but limited to:
 - a) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

- b) Cancellation, termination, or suspension of the contract, in whole or in part.

EXHIBIT D
STATEMENT OF WORK FORCE NEEDS

- Preliminary (Anticipated) (See following for instructions)
- Final (Completion)

PROJECT:

		THIS PROJECT			AGGREGATE WORK FORCE	
1. Company	2. Trade/Classification	3. No. of Employees	4. No. of Lower Income Residents	5. % of Lower Income Residents	6. Total Lower Income Residents	7. Total No. of Employees
	C					
	Ap					
	Tr					
	C					
	Ap					
	Tr					
	C					
	Ap					
	Tr					
	C					
	Ap					
	Tr					
	C					
	Ap					
	Tr					
	C					
	Ap					
	Tr					

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____ Page _____ of _____

NOTE: Form marked preliminary shall be submitted with bid

INSTRUCTIONS FOR STATEMENT OF WORK FORCE NEEDS

This form must be completed and submitted by the Bidder prior to award of the Contract. Award may be expedited if the form is submitted with the Bid. Failure to submit the form prior to award will result in rejection of the bid.

The form will also be submitted by the Prime Contractor upon completion of the project.

When submitting with bid or prior to award, enter anticipated work force needs. When submitting at project completion, enter actual work force used.

1. Company's Name	Any bidder of prime contractor or subcontractor who has a federally involved contract or sub-contract or who is the successful bidder on same.
2. Trade	Only those crafts covered under applicable Federal bid conditions.
3. Classification	The level of accomplishment or status of the worker in the trade. (C = Craftworker Qualified, Ap = Apprentice, Tr = Trainee)
4. Number of Employees	The total number of employees in each classification.
5. Number of Lower Income Residents*	The total number of lower income residents employed in each classification.
6. Percent of Lower Income Residents	The percentage of total lower income residents of all employees (column 4 divided by column 3)
7. Total Number of Lower Income Residents	Number of lower income residents working in company's aggregate work force.
8. Total Number of Employees	Number of all employees working in company's aggregate work force.

* For purposes of this Section 3 covered project, "*lower income residents*" means any individual who resides within the area of a Section 3 covered project, and whose family income does not exceed that shown in the table below:

PROJECT AREA MADERA COUNTY	NUMBER OF PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
80% of Median Income =	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800

(Note: Income limits are subject to change annually. These limits are as of January 14, 2021)

EXHIBIT E
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION
CERTIFICATION

The bidder____, proposed subcontractor____, under penalty of perjury, certifies that, except as noted below, he/she or any person associated there within the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years,

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

() No Exceptions

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: _____

By: _____ Date: _____

Title: _____

NOTE: Shall be submitted with bid by contractor and subcontractors.

EXHIBIT F

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 W.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first subaward of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "*Sub-awardee*" then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number. The contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "*RFP-DE-90-001.*"
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prim entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing service and include full address if different from 10 (a). Enter last name, first name and middle initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the

- reporting entity (item 4) to the lobby entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activities not just time spent in actual contract with Federal officials. Identify the Federal Officer(s) or employee(s) contacted or the officer(s) employees(s) or member(s) of Congress that were contacted.
 15. Check whether or not a continuation sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instruction, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Lobbying Cert 06-04-90

CERTIFICATION FOR FEDERAL CONTRACTS

(LOBBYING)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Corporative Agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan Guarantee</p> <p><input type="checkbox"/> f. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial award</p> <p><input type="checkbox"/> c. Post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial</p> <p><input type="checkbox"/> b. Material change</p> <p>For Material Change Only</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="margin-left: 100px;">Tier _____, if known</p> <p>Congressional District, if known _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment indicated in item 11:</p>		
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. INFORMATION REQUESTED THROUGH THIS FORM IS AUTHORIZED BY TITLE 31 U.S.C. SECTION 1352. THIS DISCLOSURE OF LOBBYING ACTIVITIES IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED BY THE TIER ABOVE WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. THIS DISCLOSURE IS REQUIRED PURSUANT TO 31 U.S.C. 1352. THIS INFORMATION WILL BE REPORTED TO THE CONGRESS SEMI-ANNUALLY AND WILL BE AVAILABLE FOR PUBLIC INSPECTION. ANY PERSON WHO FAILS TO FILE THE REQUIRED DISCLOSURE SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only: AUTHORIZED FOR LOCAL REPRODUCTION – STANDARD FORM LLL</p>		

EXHIBIT G

U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT SECTION 3 PLAN

Section 3 is a provision of the Housing and Urban Development Act of 1968, which requires that programs of direct financial assistance administered by the U. S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

Statute: Section 3 of the HUD Act of 1968, as amended

Regulation: 24 CFR Part 135, "Employment Opportunities for
Businesses and Lower Income Persons in Connection with
Assisted Projects (Reserved)

This project is funded through the Housing and Urban Development Act of 1968. Section 3 of that Act requires contractors and subcontractors (including housing authorities) to assure that:

Lower income project area residents have the maximum opportunity of employment and training on this project; and

Small businesses located in the project area, or owned in substantial part by persons residing in the project area, will be utilized to the fullest extent possible as recipients of contracts.

To comply with this requirement, the lowest responsible bidder and applicable subcontractors must adopt and file the attached approved Section 3 Affirmative Action Plan or develop and file their own Section 3 Affirmative Action Plan with the City of Madera. A Section 3 Plan shall be required for all contract awards. The Section 3 Plan shall be submitted from the prime contractor and be required of all contractors and subcontractors receiving direct or indirect federal funding under HUD programs. Failure to adopt the Section 3 Plan is considered to be non-responsive and shall be grounds for rejection of the bid. Master Section 3 Plans are based upon federal guidelines. Contractors and/or subcontractors who wish to develop their own Section 3 Affirmative Action Plan may obtain the applicable federal guidelines from the City of Madera.

All Contractors and Subcontractors must sign the Section 3 Assurance, regardless of the amount of the contract or subcontract award. Failure to sign the Section 3 Assurance is considered to be non-responsive and shall be grounds for rejection of the bid.

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as 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 implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding 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 contacts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25US.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (c) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

SECTION 3 AFFIRMATIVE ACTION PLAN

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(CONTRACTOR)

Agrees to comply with Section 3 of the Act by assuring that to the greatest extent feasible:

Training and employment opportunities will be given to lower income residents of the project; and
Contracts for work in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of project.

_____ will initiate the following actions to ensure utilization of lower income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers:

1. The Contractor will establish and maintain a directory of service organizations, job referral agencies and workforce training programs operating within, or servicing, project area residents.
2. The Contractor will submit prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
3. The Contractor will submit prior to the signing of a contract, a statement of work force needs, including trainee positions.
4. The Contractor will notify community-based organizations of available employment opportunities, and shall maintain records of responses from such organizations.
5. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he is familiar.

6. The Contractor will maintain a file of the names and addresses of each low income resident worker referred to him and that action was taken with respect to each such referred worker and, if the worker was not employed the reasons therefore. (Attached)
7. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects. (Attached)
8. For each subcontract, the Prime Contractor will submit, prior to Contract award, the Section 3 Affirmative Action Plans of its subcontractors.
9. The Contractor will not attempt to circumvent Section 3 Provisions.
10. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower income project area residents, it will, as a minimum, provide evidence of the following:
 - (a) Attempts to recruit from the project area through local advertising media, community organizations, public and private agencies operating within or serving the project area, such as the State Employment Department, and the Private Industry Council.
 - (b) Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons if otherwise qualified and if an opening exists.
11. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as Subcontractors and Suppliers.
12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.
13. If a Contractor or labor union refuses to make a good faith effort in carrying out Affirmative Action requirements, the city will so notify the Department of Housing and Urban Development.

_____ fully realizes failure of refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any or all of the following actions: Cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any federal program with respect to which the failure or refusal occurred until satisfactory assurance of future compliancy has been received.

Authorized Signature: _____

FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD

SECTION 3 ASSURANCE

We the undersigned _____, as official representative of
(Representative)

_____ agree to comply with Section 3 requirements for
(Contractor)

the _____. It is understood that failure to comply may result
(Project)

in the following sanctions: cancellation, termination, or suspension in whole or in part of this Contract.

1. How many positions will be needed on this project? _____
Occupational Categories (Provide detail in Attachment A)
2. How many of these positions will be filled by your regular, permanent employees? _____
3. How many positions are projected to be filled by low-income are residents? _____
Occupational Categories (Provide detail in Attachment A)
4. How many subcontractors will be utilized for this project? _____
5. Of these subcontractors, how many are Section 3 subcontractors? _____
6. How many businesses/suppliers will be utilized? _____
7. Of these, how many are section 3 businesses? _____
8. Complete Attachment B

Authorized Signature: _____ Date: _____

SECTION 3, Attachment A

ESTIMATED PROJECT WORK FORCE BREAKDOWN

Job Category	Total Estimated Positions needed for Project	Number of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents
Supervisors				
Profession				
Technical				
Office/Clerical				
Other				
TRADE:				
Journeyman				
Apprentice				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentice				
Trainees				
Others				

Section 3 Resident

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area of the county if not within a MSA in which the Section 3 covered project is located. (See attached income schedule).

NOTE: This document must be submitted with bid documents.

Project Name

Project Number

Person Completing Form

Company

Date

Section 3 Implementation Strategy

The City of Madera has adopted the following Section 3 implementation strategy in an effort to meet its responsibilities under Section 3 of the Housing and Community Development Act.

A. Strategies for expanding contracting opportunities for Section 3 businesses and low-income persons:

The City shall participate in local workshops, which may be attended by eligible Section 3 businesses.

The City shall secure from the California Department of Transportation, Office of Business & Economic Opportunity (1823 14th Street, Sacramento, CA 95811, 916-324- 0449) and the California Department of General Services (707 3rd, 1st Floor, Room 400, West Sacramento, CA, 95811, 916-324-0449) listings of disadvantaged, minority and disabled veterans enterprise listings that qualify as Section 3 businesses. Section 3 businesses will be placed on the City's contractor bid list and provided with bid and RFP announcements.

The City will explore contracting with residents or resident owned businesses for work contracted out by the City.

The City will include the Section 3 clause in all contracts and encourage general contractors to consider contracting with Section 3 businesses for subcontract work. The City will, as part of its bid documents, include the following:

The City's Section 3 goals for jobs, training, and Section 3 businesses.

If available, a list of Section 3 businesses and subcontractors interested in work related to the contract being bid.

A Section 3 Affirmative Action Plan is to be submitted by all contractors submitting bids. The Section 3 plan will serve as the key mechanism for insuring that contractor's make an affirmative effort in meeting the contracting employment, and training requirements under Section 3. The Plan will also serve as one basis for monitoring performance and evaluation the City's Section 3 effort.

The City's Section 3 Plan requirements will be discussed as part of the pre-bid meetings for these contracts.

The City will divide contract work up to allow greater opportunities for participation by Section 3 businesses.

The City will conduct outreach activities as part of its effort to notify Section 3 area businesses of construction, purchasing and service contract opportunities. These outreach activities will include advertising in the local media, sending notices to local organizations (such as the Hispanic Chamber of Commerce), businesses, builders, and contractor associations/plan rooms.

B. Strategies for expanding training opportunities for Section 3 area residents

The City will establish a Skill Level Training Registry to aid in identifying residents of public housing interested in training.

The City will alert residents to local training opportunities.

The City will coordinate training efforts with local Workforce Development Center program.

The City will sponsor and establish its own training program for residents where funds are available to do so.

The City will offer its work sites as job training sites for Workforce Development Center, Gain, and other job training programs.

The City shall encourage contractors and subcontractors to provide on the job training opportunities for residents.

C. Strategies for expanding job opportunities for Section 3 area residents

The City will establish an Employment Interest Registry to aid in identifying residents' interest in employment opportunities.

The City will announce City job opportunities to residents through the media and encourage resident applications for these opportunities.

The City will attempt to hire residents who have satisfactorily completed City sponsored training programs.

The City will refer residents identified through its Employment Interest Registry to possible job opportunities with contractors and subcontractors under contract to complete work for the City. (See Section 3 Plan under A above)

D. Annual Goals

The City will affirmatively pursue meeting the Department of Housing and Urban Development's Section 3 training, employment, and contract goals for fiscal years 1995, 1996 and 1997 (refer to Section 3, Requirements and Goals). The City's progress towards meeting these goals shall be reviewed annually and based on that review the City shall revise and/or adjust its efforts as may be necessary.

Section 3 - Requirements and Goals

Recently, the Federal Register published rules regarding the implementation of Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires that economic opportunities generated by HUD grants, operating subsidies and Section 8 funding shall to the greatest extent feasible, be given to low and very low income persons. The following is an outline of the new requirements:

Recipients may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting numerical goals for training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. These goals apply to the total funds awarded in any federal fiscal year commencing with the first fiscal year 1995. Numerical goals represent minimum numbers.

A. Training and Employment - New Hires

The goals reflect aggregate new hires. Efforts are to be made at all skill levels. Recipients, contractors, and subcontractors may demonstrate compliance by committing to employ:

1. 10% of the aggregate new hires for the one-year period beginning in 1995.
2. 20% of the aggregate number of new hires for the one-year period beginning in fiscal year 1996.
3. 30% of the aggregate number of new hires for the one-year period beginning in fiscal year 1997 and continuing thereafter.

B. Contracts

Recipients and contractors and subcontractors may demonstrate compliance by committing to award:

1. At least 10% of the total dollar amount of all Section 3 covered contracts for maintenance, repair, modernization or development of public housing, or for trades work arising in connection with housing rehabilitation, housing construction and other public construction;
2. At least 3% of the total dollar amount of all other Section 3 covered contracts (professional contracts with architects and STREETS AND STORM DRAIN OPERATIONS MANAGERS). 24CFR – Part 135.30 (L) (2)

C. Safe Harbor and Compliance Determination

In the absence of evidence to the contrary a recipient that meets the minimum numerical goals above will be in compliance with the Section 3 preference requirement. A recipient that has not met the numerical goals has the burden of demonstrating why it was not feasible to meet the numerical goals.

D. City Responsibilities

The City of Madera has the responsibility to comply in its own operations and to ensure compliance in the operations of its contractors and subcontractors. This responsibility includes, but may not necessarily be limited to:

1. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 and Section 3 business concerns about contracting opportunities generated by Section 3;
2. Notifying potential contractors for Section 3 covered projects of the requirements for Section 3;
3. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns.

E. Preference for Training and Employment Opportunity

In Housing and Community Development Programs, priority consideration shall be given, where feasible, to:

1. Section 3 residents residing in the service area (Madera city limits) or neighborhood in which the Section 3 covered project is located; and
2. Participants in HUD Youth Build Programs.
3. Where the Section 3 projects are assisted under the Stewart B. McKinney Homeless Assistance Act, homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;
4. Other Section 3 residents.

F. Preference in Contracting - Opportunity

In Housing and Community Development Programs, priority consideration shall be given, where feasible, to:

1. Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
2. Applicants selected to carry out HUD Youth Build Programs;

3. Other Section 3 business concerns.

G. Eligibility for Preference

A business concern seeking to qualify for contracting preference shall certify or submit evidence, if requested, that it is a Section 3 eligible business. All Section 3 business concerns seeking a contract shall submit evidence, if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

All Section 3 covered contracts shall include the Section 3 clause.

SECTION 3 RESIDENT TRAINING AND EMPLOYMENT OPPORTUNITIES – EXAMPLES

1. Entering into "first Source" hiring agreements with organizations representing Section 3 residents.
2. Sponsoring a HUD certified "step up" employment and training program.
3. Establishing training programs which are consistent with the requirements of the Department of Labor for Public and Indian Housing residents and other residents in the building trades.
4. Advertising the training and employment positions by distributing flyers which identify the positions to be filled, the qualifications, where to obtain additional information and the application process to every occupied dwelling unit in the housing development or developments where Section 3 persons reside.
5. Advertising training and employment positions by posting flyers which identify the positions to be filled, qualifications required, etc. in the common areas or other prominent areas of the housing developments.
6. Contacting resident council, resident management corporations or other resident organizations.
7. Sponsor (scheduling, advertising, financing, or providing any kind services) a job informational meeting to be conducted by a City of Madera's or Contractor representative.
8. Arranging assistance in conducting job interview and completing job applications for residents of the housing development being modernized.
9. Arranging for a location in a housing development where job applications may be delivered and collected by recipient or contractor.
10. Conducting job interviews at the housing development.
11. Contacting agencies administering HUD Youth build programs.

12. Consulting with state and local agencies administering training programs funded through JTPA or JOBS to assist with recruiting Section 3 residents for the City of Madera's or contractors training in employment positions.
13. Advertising the jobs to be filled through the local media such as community television networks, newspapers of general circulation and radio advertising.
14. Employing Section 3 residents directly on either a permanent or temporary basis to perform work generated by Section 3 assistance, i.e. force account labor.
15. Maintaining a file of eligible qualified Section 3 residents for future employment positions.
16. Undertaking job counseling, education, and related programs in association with local educational institutions.
17. Undertaking continuing job training efforts as maybe necessary to ensure continued employment of Section 3 residents previously hired.
18. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.

Coordinating planning and implementation of economic development through job training and preparation and business development assistance for residents.

CONTRACT AWARDS TO SECTION 3 BUSINESS CONCERNS – EXAMPLE

1. In determining the responsibility of potential contractors, considering their record of Section 3 compliance on previous jobs.
2. Contacting business assistance agencies, minority contractor associations and community organizations to inform them of contracting opportunity and requesting their assistance in identifying Section 3 businesses.
3. Advertising contracting opportunities by posting notices which provide general information about the work to be contracted and where to obtain additional information.
4. Contacting resident council, resident management corporation or other organizations for their assistance in identifying Section 3 business concerns.
5. Providing written notice to all Section 3 business concerns of the contracting opportunities.
6. Following up with business concerns that have expressed interest in the opportunities.
7. Coordinating pre-bid meetings at which Section 3 firms could be informed of upcoming contracting and subcontracting opportunities.
8. Carrying out workshops on contracting procedures of specific contract opportunities in a timely manner so Section 3 business concerns can take advantage of upcoming opportunities. Other languages than English may be used where appropriate.
9. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing or insurance
10. Arranging solicitations, bid times, quantities, etc. in such a way as to facilitate participation by Section 3 business concerns.

11. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation.
12. Contacting agencies administering HUD Youth Build programs.
13. Advertising the contracting opportunities through trade associations, papers, newsletters, etc.
14. Developing a list of eligible Section 3 business concerns.
15. Establishing or sponsoring programs designed to assist residents in the development of resident owned business.
16. Establishing numerical goals (number of awards and dollar amounts of contracts) for award of contracts to Section 3 businesses.
17. Supporting businesses which provide economic opportunities to low income persons by referring them to the SBA Department of Commerce, etc.
18. Encouraging financial institutions to provide no interest loans to Section 3 business concerns under the Community Reinvestment Act.
19. Actively supporting joint ventures.
20. Supporting development or maintenance of business incubators.

Procurement Procedures that Provide Preference for Section 3 B

A. Small purchase procedures for Section 3 covered contracts no more than \$25,000:

1. Solicitations

Quotations may be solicited by telephone, letter or other informal procedure provided the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- * The Section 3 covered contract to be awarded with specificity
- * The time period within which quotations must be submitted
- * The information that must be submitted with each quote

There must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotes are accepted when the contracting party has attempted but has been unable to obtain sufficient number. In unusual circumstances the sole quote may be accepted provided the price is reasonable. In all cases, the contracting party shall document the circumstances where it has been unable to obtain at least three quotes.

B. Award Caps

Where the Section 3 contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation if it is reasonable and no more than 10% higher than the quote of the lowest responsive quotation from a qualified source. If no responsive quotation by a qualified Section 3 business concern is within 10% of the lowest responsive quotation for many qualified sources, the award shall be made to the source with the lowest quote.

C. If a Section 3 covered contract is to be awarded based on a factor other than price, a request for quotation shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. Solicitation needs to identify all factors to be considered

including price or cost. The rating system shall provide for a range of 15 - 25 percent of the number of available rating points to be set aside for the provision of preference for Section 3 businesses.

D. Procurement by Sealed Bid

Preference (24 CFR 135.36 and Appendix to Part 135) in the award of Section 3 covered contracts that are awarded under a sealed bid process may be provided as follows:

1. Bids shall be solicited from all businesses, Section 3 and non Section 3. An award shall be made to the qualified Section 3 business concern with the highest priority ranking and the lowest responsive bid. If that bid;
 - a) is within the maximum total contract price established in the contracting party's budget for the specific project for which the bids are being taken and;
 - b) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

When the lowest responsive bid is less than \$ 100,000... 10% of that bid or \$9,000

When the lowest responsive bid is:

	<u>X = Lessor of</u>
At least \$100,000 but less than \$200,000	9% of that bid or \$ 16,000
At least \$200,000 but less than \$300,000	8% of that bid or \$ 21,000
At least \$300,000 but less than \$400,000	7% of that bid or \$ 24,000
At least \$400,000 but less than \$500,000	6% of that bid or \$ 25,000
At least \$500,000 but less than \$1 million	5% of that bid or \$ 40,000
At least \$1 million but less than \$2 million	4% of that bid or \$ 60,000
At least \$2 million but less than \$4 million	3% of that bid or \$ 80,000
At least \$4 million but less than \$7 million	2% of that bid or \$105,000
\$7 million or more	1.5% of the lowest responsive bid

- c) If there is no responsive bid by a Section 3 business concern meeting the requirements of the bid, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
2. The City of Madera is required to select contractors based on the highest responsive Section 3 bidder and lowest cost responsible bidder (has ability to perform contract). The preference for awarding contracts which hires residents follows this priority:

Preference #1 - Eligible resident residing in the project area.

Preference #2 - Participants in HUD Youthbuild programs.

Preference #3 - Homeless persons residing in the project area.

Preference #4 - Residents of public housing operated by Madera and Fresno County Housing Authorities.

Preference #5 - Other Section 3 residents of Madera and Fresno Counties.

We are also required to give preference in awarding contracts to:

Preference #1 - Business concerns that provide economic opportunity for Section 3 residents in the project area.

Preference #2 - Business applicants selected to carry out HUD Youthbuild programs.

Preference #3 - Business concerns that are 51 % or more owned by a Section 3 resident.

E. Competitive Proposal- Method (RFP)

For all contracts and subcontracts awarded a RFP shall identify all evaluation factors and their relative importance to be used to rate proposals.

One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement. The factor shall provide for a range of 15 - 25 percent of the total number of available points to be set aside for the evaluation of these two components.

The evaluation factors must be designed to address the preference for Section 3 business concerns and must establish a preference for those concerned in order of priority ranking.

With respect to the Section 3 strategy the RFP shall require disclosure of the contractor's Section 3 strategy to comply with Section 3 training and employment preference or contracting preference or both. The contract shall be awarded to the responsible firm whose proposal is determined most advantageous considering price and all other factors.

DEFINITIONS

Thresholds:

- A. Housing and Community Development Assistance, the following four thresholds apply:
1. Recipient Thresholds
 - a) The requirements of Section 3 apply to recipients of other housing and community development program assistance for Section 3 covered projects where the amount of the assistance exceeds \$200,000.
 2. Contractor and Subcontractor Thresholds
 - a) The requirements of Section 3 apply to contractors and subcontractors performing work on Section 3 covered projects for which the amount of the assistance exceeds \$200,000 and the contract of subcontract exceeds \$100,000.
 3. Threshold Met for Recipients but not Contractors or Subcontractors
 - a) Where a recipient receives Section 3 covered housing or community development assistance in excess of \$200,000 but no contract exceeds \$100,000, the Section 3 preference requirements only apply to the recipient.
 4. Applicability of Section 3 to entire project or activity funded with Section 3 assistance
 - a) The requirements of Section 3 apply to the entire project or activity that is funded with Section 3 covered assistance, regardless of whether the Section 3 activity is fully or partially funded with Section 3 covered assistance.

Housing Development: Low Income Housing Owned, Developed or Operated by Public Housing Agencies.

New hires: Full time employees for permanent, temporary, or seasonal employment opportunities.

Section 3 Business Concern: Business concern:

1. that is 51 % or more owned by Section 3 residents or;
2. whose permanent full time employees include persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents, or;

3. that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all contracts to be awarded to business concerns that meet the qualification set forth in "Section 3 business concern. "

Section 3 Covered Contract: a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with Section 3 covered assistance.

Section 3 Covered Project: construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead based paint hazards) or public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

1. Section 3 covered contracts do not include contracts for the purchase of supplies and materials unless installation of those materials is called for. In that case it becomes a Section 3 covered contract.

Section 3 Resident: 1) a public housing resident or; 2) an individual who resides in the metro area in which the Section 3 covered assistance is expended and who is:

1. Low income person, i.e., families (including single persons) whose incomes do not exceed 80% of the median income for the area as determined by the Assistant Secretary; or
2. A very low income person, i.e., meaning families (including single persons) whose incomes do not exceed 50% of median family income for the area.
3. A person seeking the training and employment preference provided by Section 3 bears a responsibility of providing evidence (if requested) that the person is eligible for the preference.

Subcontractor: any entity (other than a person who is an employee of the contractor) that has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance. Service Area: Within the incorporated limits of the City of Madera.

Metro Area: Defined by the Office of Management and Budget as the Fresno Metropolitan Statistical Area #2840. (Madera City and County were included in the FMSA on July 1, 1994.)

PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN

Type of Contract (Business or Profession)	Total Number	Total Approx. Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar amount to Section 3 Businesses

NOTE: This document must be submitted with bid documents.

Project Name

Project Number

Person Completing Form

Date

Company

SECTION 3 REPORT

ACTUAL PROJECT WORK FORCE BREAKDOWN

Job Category	Total Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions Actually Filled with Section 3 residents
Supervisor				
Profession				
Technical				
Office/Clerical				
Others				
TRADE:				
Journeyman				
Apprentice				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentice				
Trainees				
Others				

Certification:

This company hereby certifies that the information provided above is an accurate report of its Section 3 efforts.

This report must be completed and submitted with each Contractor's payment request.

Project Name

Project Number

Signature

Date

Company

SECTION 3 CERTIFICATION

The implementation of Section 3 of the Housing and Urban Development Act of 1968 requires that CDBG Entitlement and HOME grant funds provide economic opportunities to Madera residents and businesses. In order for the City of Madera to comply with the requirements of Section 3, the City is providing an incentive to businesses and contractors who hire qualified Madera Section 3 residents.

City of Madera, Section 3 Business Certification form and City of Madera Resident Self Certification form with Income Limits for April, 2009 shall be submitted with your BID if you qualify as a Section 3 Business.

The HUD definition of a Section 3 Business is:

- ┌ A business that is 51% or more owned by a Section 3 resident; or
- ┌ A business whose permanent full-time employees include persons, at least 30% of whom are currently Section 3 residents, or whom were Section 3 residents in the past three years; or
- ┌ Evidence of a commitment to a Section 3 subcontractor whose contract is in excess of 25% of the award to the prime contractor.

The definition of a Section 3 Resident is:

An individual living in public housing; or

An individual who resides within the Madera City limits where the assistance is provided and who is a low income person (or family) whose income does not exceed 80% of the median income or a very low income person (or family) whose income does not exceed 50% of the median income as determined by the Assistance Secretary of HUD.

CITY OF MADERA

SECTION 3 BUSINESS CERTIFICATION

24 CFR 135

1. Name of Company and Address:

Name _____
Street _____
City, Zip _____
2. Phone and Fax numbers: Phone _____
Fax _____
3. Type of Business _____
4. State Contractor's License and City of Madera Business License:
State _____ City _____
5. Federal Tax ID Number: _____
6. Woman or Minority-Owned Business
Enterprise: W.B.E.: Yes _____ No _____
M.B.E.: Yes _____ No _____
7. Number of years in business: _____
8. Has your company worked on pervious H.U.D. sponsored construction projects?
9. Has your company worked on Government projects other than H.U.D. where certified payroll is required? Yes _____ No _____
10. What is the current number of full-time and part-time employees? Full-Time _____ Part-Time _____
11. What are the current numbers of full-time City of Madera residents, working for your business, who qualify as Section 3 eligible using the City of Madera Resident Eligibility Self Certification Form with Income Limits for April 2017?
 - a) Less than \$30,650 _____
 - b) Between \$30,651 and \$57,750 _____

c) Greater than \$57,751 _____

12. To determine what percentage of employees are applicable for Section 3 qualifications, make the following calculation:

◆ First add items A & B in number 11 above: Total _____

◆ Second, divide the total number of full-time employees (only) from number 10 above: Total _____

◆ Third, multiply the answer by 100% _____

Example:

- 1) Assume A&B = 3
- 2) Assume full-time employees = 6 3) Multiply $.5 \times 100\% = 50\%$
- 4) If the percentage above is 30% or greater, you qualify for Section 3 Contractor.

I certify that the statements made on this sheet are true, complete, and correct to the best knowledge and belief, and made in good faith.

Date: _____

Signature: _____

**CITY OF MADERA RESIDENT ELIGIBILITY SELF CERTIFICATION FORM WITH INCOME LIMITS AS
OF APRIL 2009**

24 CFR 135

The U.S. Department of Housing and Urban Development (HUD) monitors our business hiring practices on a Section 3 funded project. It is important, therefore, that the information below be provided. Please be aware that your response, though needed, is voluntary and has no affect on your employment status.

Because these questions are personal in nature, your answers will be treated with confidentiality. Thank you for assisting us.

Name _____

Address _____

Phone No. _____

1. Number of individuals living in your household (including yourself) _____
2. Schedule of Section 3 total annual household income based on family size is shown below. Circle your income range. (Example: three (3) member family with income less than \$43,150 qualifies as a Section 3 employee.)

<u>Family Size</u>	<u>Income Level</u>
1	Less than 33,550
2	33,551 - 38,350
3	38,351 - 43,150
4	43,151 - 47,900
5	47,901 - 51,750
6	51,751 - 55,600
7	55,601 - 59,400
8	59,401 - 63,250

3. Are you currently employed? _____ Yes _____ No

I certify that the statements made on this form are true, complete, and correct to the best of my knowledge and belief and made in good faith.

Date: _____

Signature: _____

EXHIBIT H
CERTIFICATION OF NONSEGREGATED FACILITIES

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE). THE FORM MUST BE SUBMITTED PRIOR TO AWARD.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that they will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he 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, and that he will retain such certifications in his files.

Date

Signature and Title

IRS Employer Identification Number

Business Name

Address

NOTE: The penalty for making false statements in offers is prescribed in 19 U.S.C. 1001.

FORM SHALL BE SUBMITTED PRIOR TO BID AWARD.

EXHIBIT I
DBE INFORMATION GOOD FAITH EFFORTS

PROJECT:

Bidder shall submit the following information to demonstrate that a good faith effort to meet the DBE goals has been made if their proposal indicates that the DBE goals will not be met.

Even if the bidder's proposal indicates that DBE goals will be met, bidder should submit the following information to protect his/her eligibility for award of the contract. This is important because the submittal of the other BIDDER-DBE INFORMATION required as a part of this bid/proposal will not normally provide sufficient information to demonstrate that a good faith effort was made. A bidder may not meet the DBE goals after the submittal is analyzed for various reasons (e.g., if the subcontractor submitted by the bidder was not certified on the date bids were opened. If the bidder made a mathematical error, or if the bidder counted 100 percent for a supplier instead of 20 percent).

The bidder shall elaborate on the following items to the extent they apply:

1. The names and dates of advertisement in each newspaper, trade paper, and minority-focus paper in which a request for DBE participation for this project was placed by the bidder:

Paper	Date of Advertisement
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

2. The names and dates of notice of all certified DBEs solicited by direct mail for this project and the dates and method used for following up initial solicitations to determine with certainty whether the DBE's were interested.

Name of DBEs <u>Solicited</u>	Dates of <u>Solicitations</u>	Follow-up Methods <u>and dates</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

3. Items of work for which bidder requested subbids or materials to be supplied by DBE's, the information furnished interested DBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate DBE participation. Where there are DBEs available for doing portion of the work normally preformed by the bidder with his own forces, the bidder will be expected to make portions of such work available for DBEs to bid on:

Items of Work:

Information Furnished:

Breakdown of Items:

4. The names of DBEs who submitted bids for any of the work indicated above which were not accepted, summary of the bidders discussion and/or negotiations with them, the name of the subcontractor or supplier that was selected for the portion of the work, and the reasons for the bidders choice. If the reason for rejecting DBE bid was price, give the bid price by the rejected DBE and the price bid by the selected subcontractor or supplier. Since the utilization of available DBEs is expected, only significant price difference will be considered as cause for rejecting such DBE bids:

Names of Rejected DBEs: _____

Summary of discussions and/or negotiations:

Name of subcontractors or suppliers that were selected over the rejected DBEs listed Above and the reasons for that choice:

5. Assistance that the bidder extended to rejected DBEs identified above to remedy the deficiency in their subbids:

6. Any additional data to support a demonstration of good faith effort, such as contact of

DBE assistance agencies:

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY. APPROPRIATE DOCUMENTATION SUCH AS COPIES OF NEWSPAPER ADS, LETTERS SOLICITING BIDS AND TELEPHONE LOGS SHOULD ACCOMPANY

EXHIBIT J
UTILIZATION OF DISADVANTAGED BUSINESSES (DB)

Total Bid: \$ _____

Exhibit J

EXHIBIT K

**BIDDERS ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR 23 RELATING TO DISADVANTAGED
BUSINESS ENTERPRISE PARTICIPATION**

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 23 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a DBE participation for DBE's owned and controlled by women of _____ percent of the amount of this bid and for DBE's owned and controlled by minorities of _____ percent of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the Contract Specifications, including the Listing of Disadvantaged Business Enterprises with the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

Date _____

Contractor

NOTE: Bidders shall insert the percent for DBE participation even if the percent is less than the contact goal.

FORM SHALL BE SUBMITTED PRIOR TO AWARD

EXHIBIT L
EQUAL OPPORTUNITY

- A. Selection of Labor:** During the performance of this contract, the Contractor shall not discriminate against labor from any other State, possession, or territory of the United States.
- B. Employment Practices:** 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, or national origin. 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 limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs 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 by the Owner 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, or national origin.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner advising the said labor union of worker's representative 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 by rules, regulations (41 CFR, Part 60) 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 his books, records, and accounts by the Department of Housing and Urban Development 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 nondiscrimination clauses of this contract, the 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 rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of this Section 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 will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Owner or the Department of Housing and Urban Development 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 subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

C. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Housing and Urban Development, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the contract covers a program set forth in the Regulations.
3. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor

or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

4. Information and reports: The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Department of Housing and Urban Development to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Owner, or the Department of Housing and Urban Development as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for noncompliance: In the event of the Contractors noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the Department of Housing and Urban Development may determine to be appropriate, including, but not limited to:
 - a. Withholding of payment to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provision of this entire section in every subcontract, including procurement of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take action with respect to any subcontractor or procurement as the Owner or the Department of Housing and Urban Development 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 subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Submit with Bid Proposal

Bidder: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Bidder hereby certifies that he/she has___, has not___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11117, or 11246, and that where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor [41 CFR 60-1.7(b) (1)] and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The above Equal Employment Opportunity Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Equal Employment Opportunity Certification.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT M
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidder's attention is directed to "*Equal Opportunity*" and "*Standard Federal Equal Employment Opportunity Construction Contract Specifications*" set forth in these Special Provisions
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregated workforce in each trade on all construction work in the covered area during specified time periods, are as follows:

MINORITY PARTICIPATION

Time Period	Trade	Goal
Until further notice	All	23.6%

FEMALE PARTICIPATION

Time Period	Goal
From 4-1-78 to 3-31-79	3.1%
From 4-1-79 to 3-31-80	5.0%
From 4-1-80 to 3-31-81	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 areas.

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 affirmation action obligations required by the specification set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout 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 female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be 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 STREETS AND STORM DRAIN OPERATIONS MANAGERing Department within ten (10) working days of award of any construction 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 subcontractor; employer identification number; estimated dollar

amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contact is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the *“covered area”* is Madera County, State of California.

EXHIBIT N
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a) *“Covered area”* means the geographic area described in Page EO-4 *“Notice of Requirement for Affirmative Action to Ensure Employment Opportunity (Executive Order 11246)”* of these special provisions.
 - b) *“Director”* means Director, Office of Federal Contract Compliance programs, United State Department of Labor, or any 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:
 - i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii) Asian and Pacific Island (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
 - iv) 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, subcontracts a portion of the work involving any construction trades, 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 female participation, and which is set forth in these special provisions.
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 the 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 goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7o of these specifications. The goals set forth in these special provisions are expressed as percentages of the total hours of employment and training of minority and female employees. Contractor shall make reasonable efforts to achieve the specific affirmative action standards in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, not 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 or female individuals working at such sites or in such facilities.

- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment source and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' response.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female 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 therefor, along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to the Director when the union or unions with 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 included 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 complied 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, layout, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendent, General Foreman, 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 female 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.
- i) Directs recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female 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 female 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 female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n) Document and maintain a record of solicitations of offers for subcontracts from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations and other business associations.
- o) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO polices 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 (7a through 7o). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor belongs may fulfill its obligations under 7a through 7o of these Specifications, subject to the following provisions: (1) that the Contractor actively participates in the group, (2) that the Contractor makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, (3) that the Contractor ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, (4) that the Contractor makes a good faith effort to meet its individual goals and timetables, and (5) that the Contractor can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of minorities and women. The 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 male and female, 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 Subcontractor 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 those 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, so as 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 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 numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or labor), 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 constructed as a limitation upon the application of the laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., *those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program "Section 3 clause"*).

EXHIBIT O
EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME
PERSONS IN CONNECTION WITH ASSISTED PROJECTS
(Published in Federal Register Vol. 38, No. 203, 10/23/73, pg. 29220)

24CFR 135.1 (a)(2): (Excerpt from Housing and Urban Development Act of 1968)

In the administration by the Secretary of Housing and Urban Development of programs providing direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, the Secretary shall –

(i) require, in consultation with the Secretary of Labor, that to the greatest extent feasible opportunities for training and employment arising in connection with the planning and carrying out of any project assisted under any such program be given to lower income persons residing in the area of such project; and

(ii) require, on consultation with the Administrator of the Small Business Administration, that to the greatest extent feasible contracts (and subcontracts) for work to be performed in connection with any such project be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the areas of such project.

24CFR 135.20(b): Assurance of compliance with Regulations

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

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal Financial assistance from the Department of Housing and Urban Development and is subject to the requirement 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 lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 123, and all applicable rules and orders of the Department

issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

EXHIBIT P
EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS
IN CONNECTION WITH ASSISTED PROJECTS
(Published in Federal Register Vol. 38, No 203, 10/23/73, pg. 29220)

24 CFR 135.25 (a) Bidding Requirements:

- (a) “Every applicant and recipient shall require prospective Contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractor.”

For purposes of this Section 3 covered project, “lower income residents” means any individual who resides within the area of a Section 3 covered project, and whose family income does not exceed that shown in the table below:

PROJECT AREA MADERA COUNTY	NUMBER OF PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
80% of Median Income =	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800

(Note: Income limits are subject to change annually. These limits are as of January 14, 2021)

For the purposes of this Section 3 covered project, the area of the Section 3 covered project shall be the boundaries of the City of Madera, State of California.

A form, “*Preliminary Statement of Work Force Needs*” is include in the Proposal, for compliance with 24 CFR 135.25 (a). Award of the contract may be expedited if the form is completed and submitted as part of the bid.

Bidders are cautioned that the contract WILL NOT be awarded until such time as the form is submitted to the contracting agency. Failure to submit the form will be cause for rejection of the bid, and may result in further sanctions and penalties as specified in 24 CFR 135.135.

The forms shall also be submitted upon completion of the project; showing the number of project area residents actually employed.

EXHIBIT Q

THIS EXHIBIT LEFT BLANK

EXHIBIT R

FEDERAL WAGE RATES

Copy of wage determination can be found in ATTACHMENT D

EXHIBIT S

FEDERAL LABOR STANDARDS PROVISIONS

Applicability

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

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

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

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

EXHIBIT T

STATE LABOR STANDARDS PROVISIONS

State prevailing wage rates shall apply when the State wage is higher than the Federal wage rate. All Contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All Contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code.

All Contractors and subcontractors are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25.00 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provision of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hour per day at not less the 1 ½ times the basic rate of pay.

EXHIBIT U
CONTRACTOR'S SUBCONTRACTOR'S CERTIFICATION CONCERNING STATE LABOR STANDARDS
AND PREVAILING WAGES

All contractors and subcontractors shall give the following certification to the grantee and forward this certification to the grantee within ten (10) days after execution of any contract or subcontract.

- A. I am aware of the provisions of Section 1720 et seq. of the California labor code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate.
- B. I am aware of the provisions of Section 3700 of the labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this contract.
- C. It is further agreed that, except as may be provided in Section 1815 of the California labor code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week.

(Contractor/Subcontractor)

By: _____
(Signature)

(Typed Name and Title)

(Date)

EXHIBIT V
GUARANTY

(This guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid).

To the Owner: CITY OF MADERA

Project:

The undersigned guarantees the construction and installation of the following work included in this project:

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Contractor

Date _____

**ATTACHMENT A
BIDDER QUESTION FORM**

Shaded portions of this form for City use only.

CITY OF MADERA IFB 202022-06, SIDEWALK REPAIR VARIOUS LOCATIONS, CDBG	ATTENTION: Jennifer Stickman E-mail: <u>jstickman@madera.gov</u> Phone: (559) 661-5463
DEADLINE FOR QUESTIONS: 5PM, 04/11/2022 BID OPENING: 2PM, 04/22/2022	DATE RECEIVED: _____ QUESTION No.: _____
FROM: _____ DATE: _____ COMPANY: _____ PHONE No: _____ CONTACT PERSON: _____ E-MAIL: _____	
QUESTION (One question per sheet):	
ANSWER:	
RESPONSE BY: _____ DATE: _____	
ADDENDUM ISSUED: YES _____ NO _____	

Duplicate this form as necessary.

ATTACHMENT B
WORK LOCATION LIST

WORK LOCATIONS

Location (Sidewalk unless otherwise noted):	Approx. Qty	Unit
1398 San Sebastian	105	SF
Tree Removal	1	EA
1478 San Sebastian	50	SF
1347 Toledo	180	SF
Tree Removal	1	EA
1370 Laguna	110	SF
1323 Fountain Way	450	SF
Tree Removal	4	EA
1401 Fountain Way	465	SF
Tree Removal	4	EA
1106 Tulare St	330	SF
Tree Removal	1	EA
1302 Tulare St	190	SF
Stump Grind	1	EA
1401 Tulare St	265	SF
Tree Removal	3	EA
Bridgeview Apartments on	80	SF
Cleveland front of unit # 105	80	SF
Cleveland in front of unit # 102	570	SF
1412 East Wrenwood	115	SF
Tree Removal	1	EA
1504 East Wrenwood	130	SF
Tree Removal	1	EA
1508 East Wrenwood	185	SF
Tree Removal	1	EA
Stump Grind	1	EA
1404 East Wessmith	230	SF
1400 East Wessmith	135	SF
1308 East Wessmith	190	SF
Tree Removal	1	EA
1309 East Wessmith	175	SF
Stump Grind	1	EA
1301 East Wessmith	75	SF
1301 East Wessmith	90	SF
1212 East Wessmith	210	SF

Tree Removal	2	EA
1204 East Wessmith	105	SF
Tree Removal	1	EA
1200 East Wessmith	100	SF
Tree Removal	1	EA
1601 North Lake St	205	SF
Tree Removal	1	EA
Tree Removal	5	EA
Tree Removal	1	EA
Tree Removal	1	EA
241 E St. & 7th St.	256	SF
ADA Ramp	1	EA
209 7th St & D St.	80	SF
Tree Removal	1	EA
7th St. & D St. / C St.	195	SF
Tree Removal	1	EA
7th St. & D St. / C St.	55	SF
Clinton & D St.	55	SF
211 9th St.	120	SF
Tree Removal	1	EA
211 9th St.	170	SF
ADA Ramp	2	EA
9th St. & E St.	0	SF
208 6th St. & C St.	35	SF
213 S. C St.	105	SF
409 S. C St.	45	SF
405 S. C St.	40	SF
B St. & 6th St. (NE corner)	85	SF
222 S. B St.	100	SF
224 S. B St.	130	SF
300 S. B St.	245	SF
318 S. B St	25	SF
324 S. B St.	130	SF
Tree Removal	1	EA
402 & 404 S. B St.	216	SF
313 9th St. & B St.	115	SF
ADA Ramp	2	EA
328 1/2 S. B St.	25	SF
Tree Removal	1	EA

328 1/2 S. B St.	65	SF
Tree Removal	1	EA
423 S. B St.	85	SF
Tree Removal	2	EA
409 S. B St.	0	SF
Tree Removal	1	EA
415 S. B St.	0	SF
Tree Removal	1	EA
401 S. B St.	105	SF
Tree Removal	1	EA
401 S. B St. & Clinton	105	SF
Tree Removal	1	EA
401 Clinton & B St.	288	SF
301 S. B St. (apt #18 & #19)	100	SF
301 S. B St. (apt #2 & #12))	80	SF
Tree Removal	1	EA
201 S. B St.	80	SF
Tree Removal	1	EA
210 S. B St. & 6th St.	60	SF
Tree Removal	2	EA
125 S. B St. & 6th St.	15	SF
Tree Removal	2	EA
125 S. B St. & 6th St.	30	SF
125 S. B St. & 6th St.	50	SF
Tree Removal	2	EA
204 S. A St.	185	SF
210 S. A St.	80	SF
Tree Removal	6	EA
216 S. A St.	155	SF
Tree Removal	2	EA
216 S. A St.	0	SF
Tree Removal	1	EA
208 S A St.	0	SF
213 & 217 S. A St.	264	SF
213 S. A St.	75	SF
Tree Removal	1	EA
217 S A St.	15	SF
217 S. A St.	225	SF
305 S. A St.	90	SF
305 S. A St.	60	SF

Tree Removal	3	EA
305 S. A St.	280	SF
222 S. A St.	65	SF
220 S. A St.	0	SF
419 Clinton & AST.	240	SF
419 Clinton & AST.	130	SF
419 Clinton & AST.	170	SF
505 Clinton & A St.	0	SF
ADA Ramp	1	EA
406 S. A St.	45	SF
412 S. A St.	200	SF
Tree Removal	2	EA
418 S. A St.	80	SF
426 S. A St.	175	SF
428 S. A St.	175	SF
512 S. A St.	260	SF
518 S. A St.	470	SF
421 S. A St.	80	SF
Tree Removal	1	EA
413 S. A St.	190	SF
Tree Removal	1	EA
409 S. A St.	280	SF
405 S. A St.	215	SF
401 S. A St.	225	SF
Corner of A St. & Clinton	240	SF
ADA Ramp	1	EA
401 S A St.	600	SF
Tree Removal	1	EA
Lake & Sunrise	0	SF
ADA Ramp	2	EA
7th St. & Sycamore	0	SF
ADA Ramp	1	EA
A St & Clinton	0	SF
ADA Ramp	1	EA
A St & Sunrise	0	SF
ADA Ramp	1	EA
B St. & 9th St.	0	SF
ADA Ramp	4	EA
B St. & Clinton	0	SF
ADA Ramp	4	EA

B St. & 6th St.	0	SF
ADA Ramp	4	EA
C St. & 6th St.	0	SF
ADA Ramp	1	EA
C St. & 7th St.	0	SF
ADA Ramp	2	EA
C St. & Clinton	0	SF
ADA Ramp	2	EA
C St. & 9th St.	0	SF
ADA Ramp	2	EA
D St. & 7th St.	0	SF
ADA Ramp	2	EA
E St. & 6th St.	0	SF
ADA Ramp	4	EA
325 S. A St.	25	SF
317 S. A St.	50	SF
315 S. A St.	55	SF
201 S. Lake St.	125	SF
200 S. Lake St.	55	SF
Tree Removal	1	EA
121 S. Lake St.	380	SF
515 6th St.	65	SF
Tree Removal	1	EA
220 S. Lake St	65	SF
394 S. Lake St.	155	SF
Tree Removal	1	EA
390 S. Lake St.	140	SF
1003 D St. & 7th St.	165	SF
225 14th St. & C St.	50	SF
909 S. D St.	40	SF
701 S. D St.	60	SF
529 S. D St.	55	SF
529 S. D St.	60	SF
529 S. D St.	45	SF
525 S. D St.	50	SF
517 S. D St	75	SF
612 S. C St.	50	SF
610 S. C St	0	SF
Tree Removal	1	EA
706 S. C St.	50	SF

728 C St. & 12th St.	24	SF
728 1/2 S. C St.	40	SF
804 S. C St. & 12th St.	45	SF
920 S. C St.	45	SF
901 S. C St. & 13th St.	45	SF
901 S. C St. & 13th St	100	SF
809 S. C St.	45	SF
701 S. C St. & 11th St.	40	SF
701 S. C St. & 11th St.	45	SF
500 B St. & 9th St	12.5	SF
10th St. between C & D St.	30	SF
Tree Removal	1	EA
320 13th St.	75	SF
901 S. B St.	130	SF
Tree Removal	1	EA
831 S. B St.	35	SF
801 S. B St.	0	SF
Tree Removal	1	EA
801 S. B St.	126	SF
801 S. B St.	80	SF
Tree Removal	1	EA
801 S. B St.	145	SF
801 S. B St.	30	SF
409 E. 12th St.	72	SF
Tree Removal	1	EA
601 S. B St.	60	SF
519 S. B St.	40	SF
616 S. A St.	80	SF
411 E. 12th St.	55	SF
Tree Removal	2	EA
729 S. A St.	35	SF
Tree Removal	1	EA
715 S. A St.	95	SF
Tree Removal	2	EA
719 S. A St.	25	SF
S. A St. & 11th St.	0	SF
ADA Ramp	2	EA
Lake & 12th St.	0	SF
ADA Ramp	2	EA
Lake & Roosevelt	0	SF

ADA Ramp	2	EA
A St & Sunrise	0	SF
ADA Ramp	1	EA
A St. & 12th St.	0	SF
ADA Ramp	4	EA
A St. & 13th St	0	SF
ADA Ramp	2	EA
B St. & 13th St.	0	SF
ADA Ramp	4	EA
B St. & 14th St.	0	SF
ADA Ramp	3	EA
B St. & 12th St.	0	SF
ADA Ramp	4	EA
B St. & 11th St.	0	SF
ADA Ramp	4	EA
B St. & 10th St.	0	SF
ADA Ramp	4	EA
C St. & 9th St	0	SF
ADA Ramp	2	EA
C St. & 10th St	0	SF
ADA Ramp	3	EA
C St. & 11th St	0	SF
ADA Ramp	4	EA
C St. & 12th St	0	SF
ADA Ramp	4	EA
C St. & 13th St	0	SF
ADA Ramp	4	EA
C St. & 14th St.	0	SF
ADA Ramp	4	EA
C St. & Roosevelt	0	SF
ADA Ramp	1	EA
D St. & 14th St.	0	SF
ADA Ramp	3	EA
14th St & Don Miguel	0	SF
ADA Ramp	1	EA
D St. & 13th St.	0	SF
ADA Ramp	3	EA
D St. & 12th St.	0	SF
ADA Ramp	3	EA
D St. & 11th St.	0	SF

ADA Ramp	4	EA
D St. & 10th St.	0	SF
ADA Ramp	3	EA
D St. & 9th St.	0	SF
ADA Ramp	1	EA

ATTACHMENT C

SAMPLE CONSTRUCTION CONTRACT

SAMPLE CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, between the City of Madera, hereinafter called "**OWNER**", and _____, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "IFB 202122-06 Sidewalk Repair Various Locations CDBG."
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$ _____, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) IFB 202122-06 Sidewalk Repair Various Locations CDBG
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
Agreement Attachment A: General Wage Decision No. _____
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements
 - (I) General Conditions
 - (J) Special Conditions
 - (K) City of Madera Standard Specifications and Drawings
 - (L) State Standard Plans and Specifications

Addenda Nos. _____, dated _____
Addenda Nos. _____, dated _____
Addenda Nos. _____, dated _____
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER**

liquidated damages in the amount of **One Thousand Dollars (\$1,000.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq.*

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

- (2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (3) Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in 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 Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the

claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than a prevailing wage rate, shall be paid to each worker by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents;

and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that

the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS" of the Contract Documents.

19. Amendments. Any changes to this Agreement requested by either City or **[Name of Successful Bidder]** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **[Name of Successful Bidder]** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **[Name of Successful Bidder]**;
2. A failure by **[Name of Successful Bidder]** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **[Name of Successful Bidder]** to

City.

In no event shall any payment by City or acceptance by **[Name of Successful Bidder]** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **[Name of Successful Bidder]** the repayment to City of any funds disbursed to **[Name of Successful Bidder]** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Public Works
1030 South Gateway Drive
Madera, Ca 93638

Notice of Termination shall be mailed to the Contractor:

[Name of Successful Bidder]

Address

City, State, ZIP

All notices and communications from **[Name of Successful Bidder]** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance with Laws. City shall comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **[Name of Successful Bidder]** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **[Name of Successful Bidder]** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28 Sole Agreement. This instrument constitutes the sole and only Agreement between City and **[Name of Successful Bidder]** in connection to the Project and correctly sets forth the obligations of the City and **[Name of Successful Bidder]** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **[Name of Successful Bidder]** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

SAMPLE

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

Attachment A; General Wage Decision No. _____

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2022 before me, _____
(insert name and title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT D

FEDERAL WAGE DECISION

"General Decision Number: CA20220022 03/04/2022

Superseded General Decision Number: CA20210022

State: California

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

County: Los Angeles County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/25/2022
4	03/04/2022

ASBE0005-002 09/01/2021

Rates	Fringes
-------	---------

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 47.25 24.45

Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....\$ 32.09 19.66

ASBE0005-004 07/05/2021

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)....\$ 22.40 13.07

BOIL0092-003 01/01/2021

Rates	Fringes
-------	---------

BOILERMAKER.....\$ 46.03	38.81
--------------------------	-------

* BRCA0004-007 05/01/2020

Rates	Fringes
-------	---------

BRICKLAYER; MARBLE SETTER.....\$ 41.53	19.48
--	-------

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

BRCA0018-004 06/01/2021

Rates	Fringes
-------	---------

MARBLE FINISHER.....\$ 35.90	14.11
TILE FINISHER.....\$ 30.47	12.52
TILE LAYER.....\$ 43.09	18.31

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
--	-------	---------

Modular Furniture Installer.....\$ 21.85 7.15

* ELEC0011-004 01/31/2022

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 55.05	3%+29.37
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 55.05	3%+29.37
Technician.....	\$ 41.29	3%+29.37

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

* ELEC0011-005 12/27/2021

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 43.87	3%+15.03
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or

transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for 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. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 01/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 60.19		22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 48.08		20.86
(3) Groundman.....\$ 36.76		20.46
(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

ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+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.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

**OPERATOR: Power Equipment
(Tunnel Work)**

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

GROUP 9: Heavy Duty Repairman

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

struck)

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County

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

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

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

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

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 - Seale, 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

LAB00300-001 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LAB00300-003 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

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

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

scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

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

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

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

TUNNEL LABORER CLASSIFICATIONS

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

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

Concrete crew, including rodder and spreader

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

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

LAB00300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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

LAB00345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2021

Rates Fringes

Laborers: (HORIZONTAL
DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10

Laborers: (STRIPING/SLURRY
SEAL)

GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

LAB01414-001 08/05/2020

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

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

PAIN0036-001 07/01/2020

Rates Fringes

Painters: (Including Lead
Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

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

PAIN0036-006 10/01/2021

	Rates	Fringes
--	-------	---------

DRYWALL FINISHER/TAPER

Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 39.50	22.92
Remainder of Los Angeles County.....	\$ 43.63	22.92

PAIN0036-015 01/01/2020

	Rates	Fringes
--	-------	---------

GLAZIER.....	\$ 43.45	23.39
--------------	----------	-------

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

PAIN1247-002 01/01/2021

	Rates	Fringes
--	-------	---------

SOFT FLOOR LAYER.....	\$ 38.75	14.03
-----------------------	----------	-------

PLAS0200-009 08/04/2021

	Rates	Fringes
--	-------	---------

PLASTERER.....	\$ 45.77	18.39
----------------	----------	-------

PLAS0500-002 07/01/2020

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91
-----------------------------------	----------	-------

PLUM0016-001 09/01/2021

	Rates	Fringes
--	-------	---------

PLUMBER/PIPEFITTER

Work ONLY on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....\$ 52.20 24.38

Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....\$ 39.91 22.71

All other work except work
on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space and work on
strip malls, light
commercial, tenant
improvement and remodel
work.....\$ 53.83 25.36

PLUM0345-001 09/01/2021

	Rates	Fringes
--	-------	---------

PLUMBER

Landscape/Irrigation Fitter..	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

ROOF0036-002 08/01/2021

	Rates	Fringes
--	-------	---------

ROOFER.....	\$ 42.07	18.92
-------------	----------	-------

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal
tar pitch, the entire roofing crew shall receive \$1.75 per
hour ""pitch premium"" pay.

SFCA0669-013 01/01/2021

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT
PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS
OF LOS ANGELES:

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER.....	\$ 39.83	26.23
-----------------------	----------	-------

SFCA0709-005 01/01/2021

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS
ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS
ANGELES:

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER (Fire).....	\$ 48.71	29.15
------------------------------	----------	-------

SHEE0105-002 07/01/2021

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER

(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 30.14	10.74
--	----------	-------

(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 27.47	10.72
---	----------	-------

SHEE0105-003 01/01/2022

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

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....	\$ 50.23	29.60
---	----------	-------

(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 48.28	29.46
--	----------	-------

SHEE0105-004 01/01/2022

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER.....	\$ 39.08	28.84
-------------------------	----------	-------

TEAM0011-002 07/01/2020

	Rates	Fringes
--	-------	---------

TRUCK DRIVER

GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59

GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

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

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

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

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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

=====

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

=====

END OF GENERAL DECISION"