HOLLISTER MUNICIPAL AIRPORT
SPECIFICATIONS
FOR
REHABILITATE RUNWAY 13-31
2ND PHASE
HOLLISTER MUNICIPAL AIRPORT IMPROVEMENTS
AIP NO. 3-06-0105-17

CITY OF HOLLISTER, CA 95023

MAY 2015

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Bradley Sullivan	City Attorney
Geri Johnson, MMC	City Clerk
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Kevin Flynn	Project Manager-KHA

For use in conjunction with DESIGN STANDARDS, STANDARD SPECIFICATIONS AND STANDARD PLANS, Current Edition at time of bid, City of Hollister - Engineering Services Department.

APPROVED FOR CONSTRUCTION

_____

CITY ENGINEER **DATE**

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APPENDIX

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Appendix B - Construction Safety and Phasing Plan.

NOTICE TO BIDDERS

Notice is hereby given that the City Council of the City of Hollister, County of San Benito, State of California, hereby invites sealed Proposals of Bids for the following work to be done according to Plans and Specifications on file, adopted therefore, to wit:

REHABILITATE RUNWAY 13-31 **2ND PHASE**

AIP No. 3-06-0105-17

Sealed Proposals for the above-mentioned work shall be received at the office of the City Clerk, City Hall, Hollister, California, until **3:00 pm**, in which the City Clerk's Office shall determine if Bid submittal time had expired by confirming the official time as shown on the City's computer system, on ***June 11, 2015*** at which time they shall be publicly opened and read aloud at **3:00 pm** in the **City Clerk's Conference Room** of the Hollister City Hall at 375 5th Street, Hollister, California. **It is the Bidder's responsibility to ensure that said Bid is received by the City Clerk, at the City Clerk's Office, prior to the aforementioned designated date and time.**

There will be a mandatory Pre-Bid meeting at **1:00 pm** on **May 28, 2015** at the Airport Terminal Building, City of Hollister Municipal Airport, 90 Skylane Drive #101, Hollister, CA. **This meeting is to inform Bidders of required Disadvantaged Business Enterprise (DBE), Insurance requirements, and subcontracting. Bidders' attendance is a prerequisite for demonstrating reasonable good faith effort to obtain DBE participation. Also, the Contractors may ask questions regarding the project, scope of work, plans and specifications. Subsequent to the meeting a tour of the Project site will be made for those wishing to attend.**

In accordance with California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, *no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award the selected contractor shall be properly licenses in accordance with laws of the State and the City of Hollister.* **Contractor shall possess a Type "A" license prior to award of Contract or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Council.**

Bidders are hereby notified that pursuant to Section 1770 et. seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of workman needed to execute the contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the Clerk of the Board of Supervisors.

Any classification omitted herein shall be paid not less than the minimum basic rate per hour plus employer payments as set forth in the collective bargaining agreement then applicable to the class or classification of workmen or mechanics employed as defined in Section 1773.1 of the Labor Code of the State of California.

It shall be mandatory upon the Contractor to whom a contract is awarded, and upon any subcontractor under him, to pay not less than the above specified rates to all laborers, workmen, and mechanics employed by them in the execution of the contract, and, in the event the above specified rates do not reflect wages agreed upon in the latest contract negotiations, the rate paid shall conform to such revised rates.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or any subcontractor under

him. The prime contractor is responsible for compliance with the requirements of Section 1777.5 and the prime contractor and any subcontractor under him shall comply with the requirements of Section 1777.6.

Bids shall be made upon the form provided by the Owner and shall be properly completed with all items filled out; numbers shall be in writing and figures; the signatures of all persons signing shall be in longhand. No bidder may withdraw his bid for a period of one hundred and twenty (120) calendar days after the time set for the opening of bids, and the Board will act to accept or reject bids within that period of time.

There is no DBE project goal established for this project. At this time the City will meet the DBE goal on federally assisted projects through race neutral measures. The City supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own forces.

The City of Hollister reserves the right to reject any or all Proposals and to waive any informality in Proposals received. **By submitting a bid, it is assumed that the Contractor has inspected the site and the bid submitted reflects that the Contractor is satisfied as to the existing conditions, said conditions being reflected in the bid.**

Each bid shall be in accordance with the Plans and Specifications adopted therefore, submitted on the Proposal form furnished and accompanied by a certified or cashier's check or bidder's bond made payable to the City of Hollister, for an amount equal to at least ***ten percent (10%)*** of that amount of the bid, such guaranty to be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract within ***fifteen (15)*** days after notification of the award of Contract to the bidder and shall diligently prosecute the work to completion on or before the expiration of the following after said notification:

Base Bid – seventy five (75) consecutive calendar days
Additive Alternative 1 (if awarded) – no additional contract time will be given
Additive Alternative 2 (if awarded) – an additional fifteen (15) consecutive calendar days

For any moneys earned by the Contractor and withheld by the City of Hollister to ensure the performance of the Contract, the Contractor may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contracts Code of the State of California, and the City Disadvantaged Business Enterprise (DBE) Program, prompt payment provisions.

Copies of the Plans and Specifications can be reviewed as follows:

a) Hard copies can be purchased for a non-refundable payment contact ARCPlanWell for the price. Orders can be placed through the following website:
http://order.e-arc.com/arcEOC/PWELL_Main.asp?mem=23

Click on - “Public Planroom” “GO” (bottom left corner)
Type Hollister in “Find Box”

Sale of Project Plans and Specifications are final and may not be returned for refund.

STANDARD SPECIFICATIONS, DESIGN STANDARDS AND STANDARD PLANS, City of Hollister, Engineering Department, may be downloaded on the City of Hollister website at no charge at:
http://www.usspecbook.com/CA/Hollister&tab=sups

NOTE: For Bid package to be VALID: (1) the Bidder shall submit Bid for all Bid items; (2) the Contractor and all Subcontractors shall have a valid, current, and active Contractor's California license for the classification of work performed, at the time of Award of Bid; (3) the Bidder shall submit all Federal and City of Hollister forms (completely executed and signed).

All prospective Contractors may use the website *http://www.cslb.ca.gov/contractors/default.asp* to check each Subcontractor's license status and expiration dates.

The list of Subcontractor(s) shall be submitted by the bidder together with the Proposal. Use the form supplied in the Contract documents. If no such list is submitted, it shall be assumed that the Contractor shall do all the work herein specified.

In lieu of conflicting portions of "Section 2-1.05 Proposal Forms" of the Standard Specifications, the following shall apply:

Only bids, composed of all the items on the bid schedule will be considered for award. Any and all Addenda to the Plans and Specifications shall be issued ArcPlanWell site *ONLY* to bidders who are registered and are on the Plan Holders List. The City shall not be responsible for issuance of said Addenda to non-registered Plan holders.

The successful bidder and all Subcontractors must have a valid City of Hollister business license before the commencement of work.

WAGE RATE REQUIREMENTS:

State: In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is on file at the office of the City. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

Federal: The general prevailing rate of wages, as determined by the Secretary of Labor are included hereinafter as a part of the Contract Documents; provided, that if there is any difference between the State or Federal wage rates for any given craft or mechanic needed to execute the work, it shall be mandatory upon the Contractor and any subcontractor to pay the higher of the two rates.

It shall be mandatory for any Contractor to whom a Contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract and employ apprentices pursuant to Section 1777.5 of the California Labor Code.

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

The U.S. Department of Transportation (DOT) provides a toll-free “hotline” service to report bid-rigging activities. Bid-rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report these activities. The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.

Each bidder must supply all the information required by the bid documents and specifications.

The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents and are available for inspection at the office of the Clerk of Board of Supervisors, County of San Joaquin.

Each bidder must complete, sign and furnish, with his bid, the "Bidder's Statement on Previous Contracts Subject to EEO Clause", Certification Regarding Debarment and Suspension (Non-Procurement), Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Section 10232 Statement, the Buy American Certification, Affirmative Action Form, Trade Restriction Clause, Non Lobbying Certifications for Federal Aid Contracts, Non Collusion Affidavit, a "Certification of Nonsegregated Facilities," and the pertinent race-neutral Disadvantaged Business Enterprise forms as contained in the Bid Proposal.

The successful bidder will be required to furnish the County of San Joaquin with a satisfactory performance bond and payment bond in the amount of 100% of the contract amount.

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BUY AMERICAN PREFERENCES

Buy American Certification - The successful bidder must comply with Title 49 U.S.C. Section 50101. Unless otherwise formally approved by the Federal Aviation Administration (FAA), all acquired steel and manufactured products installed under the AIP assisted project must be produced in the United States. The Buy America requirements flow down from first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. Section of 50101(b) permits conditional waivers of this preference. Specifically, the FAA will consider a waiver if the bidder can demonstrate:

(1) Applying subsection 50101(a) is inconsistent with the public interest;

(2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and final assembly occurs within the United States

(4) The inclusion of domestic material will increase the cost of the overall project by more than 25 percent.

As a condition of bid responsiveness, Bidder must indicate on the Buy American certification whether it intends to meet Buy American requirements by only installing 100% United States made steel and manufactured products or if they intend to request a permissible waiver to Buy America preferences.

Waivers determinations addressed under exceptions (1) and (2) will generally be made as part of the bid solicitation. Bidder may not request a waiver under exceptions (1) or (2).

The successful bidder that desires a waiver under exception (3) shall make the request by selecting the appropriate certification statement and complying with the following conditions:

- For equipment and material the FAA has already issued a waiver to AIP Buy American preferences as indicated on the current FAA Buy American conformance list, bidder shall submit a listing of specific equipment and material it proposes to install on the project prior to the issuance of a Notice-to-Proceed.

- For equipment and material the FAA has not previously issued a waiver to Buy American preferences, the bidder identified with the apparent low bid agrees to prepare and submit to the owner a waiver request and component calculation information within 15 calendar days of the date of the notice of apparent award of contract.

The successful bidder that desires a waiver under exception (4) shall make the request by selecting the appropriate certification statement and complying with the following conditions:

- Provide detailed proposal costs using domestic product(s) and the overall project cost.
- Provide detailed alternate proposal costs of the non-domestic product(s) and the overall project cost.
- If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), the bidder may request a waiver under exception (4).

Bidder is hereby advised that Owner approval of any requested waiver is contingent upon approval by the FAA.

The submission of a Bid shall be conclusive evidence that the Bidder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America Certification (Document 00495) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

FEDERAL REQUIREMENTS FOR ADVERTISING OF AIP PROJECTS

Airport Improvement Program - The City anticipates using Airport Improvement Program (AIP) to help fund this project. The Project and associated contracts are therefore subject to the following:

1. AFFIRMATIVE ACTION REQUIREMENT. (Reference: 41 CFR part 60-4, Executive Order 11246)
2. ACCESS TO RECORDS AND REPORTS. (Reference: 49 CFR part 18.36(i), 49 CFR part 18.42)
3. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 (Reference: 49 U.S.C. 47123)
4. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))
5. BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101)
6. CIVIL RIGHTS – GENERAL. (Reference: 49 USC § 47123)
7. CIVIL RIGHTS – TITLE VI ASSURANCES.
8. CLEAN AIR AND WATER POLLUTION CONTROL. (Reference: 49 CFR § 18.36(i)(12))
9. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS. (Reference: 49 CFR § 18.36(i)(6))
10. COPELAND "ANTI-KICKBACK" ACT (Reference: 49 CFR § 18.36(i)(4), 29 CFR parts 3 & 5)
11. DAVIS BACON REQUIREMENTS. (Reference: 49 CFR § 18.36(i)(5))
12. DEBARMENT AND SUSPENSION (NON-PROCUREMENT). (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)
13. DISADVANTAGED BUSINESS ENTERPRISE. (Reference: 49 CFR part 26)
14. ENERGY CONSERVATION REQUIREMENTS. Source: 49 CFR part 18.36(i)(13)
15. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS. (Reference 41 CFR § 60-1.4, Executive Order 11246)
16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)
17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference: 49 CFR part 20, Appendix A)
18. NONSEGREGATED FACILITIES REQUIREMENT. (Reference: 41 CFR § 60-1.8)
19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)
20. RIGHT TO INVENTIONS (Reference 49 CFR part 18.36(i)(8))
21. TERMINATION OF CONTRACT. (Reference: 49 CFR § 18.36(i)(2))
22. TRADE RESTRICTION (Reference: 49 CFR part 30)
23. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

Civil Rights – Title VI Solicitation Notice - The City of Hollister, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By order of the Council of the City of Hollister, San Benito County, California.

_____

Geri Johson, MMC, City Clerk
City of Hollister, California

Dated: _____

PART A –
BID CONTRACT DOCUMENTS

CONTRACT DOCUMENTS TO BE SUBMITTED WITH BID ON BID OPENING DATE

PROPOSAL

FOR

REHABILITATE RUNWAY 13-31 2nd PHASE

AIP No. 3-06-0105-17

HOLLISTER, CALIFORNIA

FROM:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____
(Street Address)

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

RESIDENCE ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

Honorable Mayor of City Council
City of Hollister
Hollister, California

Gentlemen/Ladies:

Pursuant to the foregoing Notice to Bidders, the undersigned hereby proposes and binds himself/herself on award by the City Council under this Proposal to execute in accordance with such award, a Contract with necessary bonds of which this Proposal, the Notice to Bidders and the Plans and the Specifications adopted ***May 2015***, shall be a part, to furnish any and all required labor, material, and services for performing and completing the work set forth in the said Specifications and shown on the Plans accompanying them, within the time hereinafter set forth and at the prices named in this Proposal as follows:

All of the Proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, or complete-in-place, per Plans and Specifications.

REHABILITATE RUNWAY 13-31 2nd PHASE

AIP No. 3-06-0105-17

BASE BID

Item No.	Spec No.	Item	Quantity	Unit	Unit Cost	Extended Cost
1	GP-105-2.1	MOBILIZATION\DEMOBILIZATION (5% MAX OF BASE BID)	1	LS		
2	P-101-5.1	PAVEMENT REMOVAL	48,829	SY		
3	P-101-5.3	PAVEMENT MARKING REMOVAL	80,876	SF		
4	P-101-5.5	COLD MILLING 0-2 INCHES	2,343	SY		
5	P-110-3.1	QUALITY CONTROL PLAN DEVELOMENT	1	LS		
6	P-110-3.2	CONTRACTOR'S QUALITY CONTROL (2% MAX OF BASE BID)	1	LS		
7	P-110-3.3	SURVEY CONTROL VERIFICATION	1	LS		
8	P-110-3.4	CONSTRUCTION SURVEY AND STAKING	1	LS		
9	P-120-4.1	SAWCUT (FULL DEPTH)	835	LF		
10	P-148-4.1	AIRFIELD CONSTRUCTION AREA CONROL	1	LS		
11	P-148-4.2	SWEEPERS AND FOD CONTROL	60	CDAY		
12	P-152-4.1	UNCLASSIFIED EXCAVATION	22,775	CY		
13	P-152-4.8	UNSUITABLE EXCAVATION	2,278	CY		
14	P-152-4.9	DEEP RIPPING	12	CDAY		
15	P-154-5.1	SUBBASE COURSE	5,520	CY		
16	P-155-8.1 -1	LIME TREATED SUBGRADE (18-INCH)	4,633	SY		
17	P-155-8.1 -2	LIME TREATED SUBGRADE (6-INCH)	33,100	SY		
18	P-156-5.1	IMPLEMENT THE STORM WATER POLLU-TION PREVENTION PLAN AND MEASURES	1	LS		
19	P-159-6.1	GEOGRID REINFORCEMENT MATERIAL	3,883	SY		
20	P-208-5.1	PROCESSED MISCELLANEOUS BASE	8,739	SY		
21	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	10,817	CY		
22	P-401-8.1.1	BITUMINOUS SURFACE COURSE	14,010	TON		
23	P-602-5.1	BITUMINOUS PRIME COAT	12,900	GAL		
24	P-603-5.1	BITUMINOUS TACK COAT	11,950	GAL		
25	P-605-5.1	ASPHALT COLD JOINT ADHESIVE	835	LF		
26	P-620-5.1.-1	RUNWAY AND TAXIWAY MARKINGS	57,321	SF		
27	L-100-5.1	ELECTRICAL DEMOLITION	1	LS		
28	L-100-5.2	RUNWAY OR TAXIWAY EDGE LIGHT RE-INSTALLATION	26	EA		
29	L-100-5.3	SIGN INSTALLATION	5	EA		

30	L-867-6.1	SIZE "B" L-867 BASE CAN EXTENSION FOR ANY NEW, REINSTALLED OR FUTURE FIXTURE IN NEW ASPHALT SHOULDER	20	EA		
31	L-867-6.2	SIZE "B" L-867 BASE CAN FOR ANY NEW, REINSTALLED OR FUTURE FIXTURE IN NEW ASPHALT SHOULDER	6	EA		
32	L-867-6.2	CONCRETE FOUNDATION FOR RELOCATED 1 MODULE SIGN	5	EA		
33	T-910-3.1	EROSION CONTROL HYDRO-SEEDING	692	SY		

Total Bid for Base Bid (Bid Items No. 1-33) – for Comparison Only

_____ (In Words) Dollars

_____ (In Numbers) Dollars

ADDITIVE ALTERNATIVE No. 1

Item No.	Spec No.	Item	Quantity	Unit	Unit Cost	Extended Cost
34	GP-105-2.1	MOBILIZATION\DEMOBILIZATION (5% MAX OF TAXIWAYS A FIX)	1	LS		
35	P-101-5.5	COLDMILLING (0-4")	3,911	SY		
36	P-110-3.2	CONTRACTOR'S QUALITY CONTROL (2% MAX OF TAXIWAYS A FIX)	1	LS		
37	P-110-3.4	CONSTRUCTION SURVEY AND STAKING	1	LS		
38	P-148-4.1	AIRFIELD CONSTRUCTION AREA CON-TROL	1	LS		
39	P-148-4.2	SWEEPERS AND FOD CONTROL	60	CDAY		
40	P-152-4.1	UNCLASSIFIED EXCAVATION	545	CY		
41	P-156-5.1	IMPLEMENT THE STORM WATER POLLU-TION PREVENTION PLAN AND MEASURES	1	LS		
42	P-401-8.1.1	BITUMINOUS SURFACE COURSE	1,250	TON		
43	P-603-5.1	BITUMINOUS TACK COAT	200	GAL		
44	P-620-5.1-1	RUNWAY AND TAXIWAY MARKINGS	28,120	SF		

Total Bid for Additive Alternative No. 1 (Bid Item No. 34-44) –for Comparison Only

_____ (In Words) Dollars

_____ (In Numbers) Dollars

ADDITIVE ALTERNATIVE No. 2

Item No.	Spec No.	Item	Quantity	Unit	Unit Cost	Cost
45	GP-105-2.1	MOBILIZATION\DEMOBILIZATION (5% MAX OF ADDITIVE ALTERNATIVE No. 2)	1	LS		
46	P-101-5.5	COLD PLANNING 0-3 INCHES	5,170	SY		
47	P-110-3.2	CONTRACTOR'S QUALITY CONTROL (2% MAX OF ADDITIVE ALTERNATIVE No. 2)	1	LS		
48	P-110-3.4	CONSTRUCTION SURVEY AND STAKING	1	LS		
49	P-148-4.1	AIRFIELD CONSTRUCTION AREA CON-TROL	1	LS		
50	P-148-4.2	SWEEPERS AND FOD CONTROL	30	CDAY		
51	P-152-4.1	UNCLASSIFIED EXCAVATION	250	CY		
52	P-156-5.1	IMPLEMENT THE STORM WATER POLLU-TION PREVENTION PLAN AND MEASURES	1	LS		
53	P-401-8.1.1	BITUMINOUS SURFACE COURSE	4,920	TON		
54	P-411-5.1	HOT POURED CRACK SEALING	6,000	LF		
55	P-603-5.1	BITUMINOUS TACK COAT	4,800	GAL		
56	P-605-5.1	ASPHALT COLD JOINT ADHESIVE	1,350	LF		
57	P-620-5.1.1	RUNWAY AND TAXIWAY MARKINGS	4,700	SF		

Total Bid for Additive Alternative No. 2 (Bid Item No. 45-57) –for Comparison Only

_____ (In Words) Dollars

_____ (In Numbers) Dollars

It is expressly understood and agreed that this Bid shall have the following documents completed, all of which are incorporated into and made a part hereof. **This information shall be submitted with your Proposal on Bid opening date:**

1. **Completely executed Proposal, signed and dated;**
2. **Signed Addendum, if any;**
3. **Bidder's Bond;**
4. **Bidder's Statement of Financial Responsibility Technical Ability and Experience;**
5. **Insurance Certification;**
6. **Race-Neutral Disadvantaged Business Enterprise Utilization;**
7. **DBE – Letter of Intent;**
8. **Completely executed and signed State forms: Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement;**
9. **Completely executed and signed Federal forms: Contractor's Certification of Nonsegrated Facilities, Noncollusion Affidavit, Debarment and Suspension Certification, Nonlobbying Certification for Federal-Aid Contracts, Buy American Certification, and Trade Restriction Clause;**
10. **Bidder's Statement of Subcontractors;**

The lowest and second lowest ranked project Bidders shall submit the following forms, fully completed, to the Engineering Department, City of Hollister within 5 working days after Bid opening date and/or when the lowest responsible Bidder is known. The documents to be completed and submitted are the following:

1. **Bidder's Statement of Subcontractors – Part II**
2. **Equal Employment Opportunity Certification;**
3. **Local Agency Bidder - DBE - Information Sheet;**
4. **Affirmative Action Form**
5. **Bidders List for the City of Hollister Engineering Department. The Prime Contractor shall submit original(s). All Subcontractor(s) shall submit original(s) or faxed copy.**

Failure to comply with these requirements may result in the forfeiture of the bidders' rank in the bid process.

In addition to the subcontractors required to be listed in conformance with the Standard Specifications, the Contractor shall submit a list of the name, address, license number & from which State/expiration date, and the portion of the work that will be done by each Subcontractor. All prospective Contractors may use the website http://www.cslb.ca.gov/ to check each Subcontractor's license status and expiration dates.

The list of subcontractor(s) shall be submitted together with the Proposal by the bidder. Use the form supplied in the Contract documents. If no such list is submitted, it will be assumed that the Contractor will do all the work herein specified.

"All prospective Bidders may use Caltrans' DBE listing which are available on the website address **www.dot.ca.gov/hq/bep/**."

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The basis of determining the lowest bid shall be the lowest responsible, responsive bidder with the lowest bid for the Base Bid. The City reserves the right to reject any and all Bids, in its discretion, and to waive any informalities, minor irregularities or inconsequential deviations in the Bids. The City reserves the right to reject any or all non-conforming, non-responsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items. The City also reserves the right for award of contract for the Base Bid only or Base Bid plus any combination of additive alternatives, and within **120 calendar days** of the Bid Opening date, depending on available funds.

Also, the award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the City of Hollister, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating to the satisfaction of the City, adequate good faith efforts to do so is a condition for being eligible for award of contract.

Except as may otherwise be provided herein, all work to be done under this Contract shall conform to the applicable requirements of the Technical Specifications; the Special Provisions; the Plans; the STANDARD PLANS AND STANDARD SPECIFICATIONS (current Edition) of the State of California Department of Transportation Standard Specifications, as amended by the City of Hollister, herein referred to as the Standard Specifications and Standard Plans; and the STANDARD SPECIFICATIONS, AND STANDARD PLANS Current Edition at time of bid, City of Hollister, Engineering Department, herein referred to as the City Standard Plans and Specifications.

There shall be no compensation payable adjustment for asphalt concrete for this project.

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of bids, and the City of Hollister does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the City Engineer without claim for damage or loss of anticipated profit and that payment will be made only on the basis of the actual quantities of work performed.

In accordance with the Specifications, the undersigned agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ***fifteen (15)*** calendar days after execution of the Contract on behalf of the City Council and the receipt of a notice from the City Council to proceed with the work and shall be completed on or before the expiration of the following after date of said notification:

Base Bid – seventy five (75) consecutive calendar days
Additive Alternative 1 (if awarded) – no additional contract time will be given
Additive Alternative 2 (if awarded) – an additional fifteen (15) consecutive calendar days

The undersigned agrees that no additional contract time will be given if Additive Alternative No. 1 is awarded.

The undersigned further agrees that all work to be done under this Contract shall be done in accordance with the provisions of that certain form of Agreement attached hereto and hereby made a part of these Specifications.

The undersigned agrees, if awarded the Contract, that there shall be paid by the undersigned and by all Subcontractors under him/her, to all laborers, workmen and mechanics employed in the execution of such Contract or any Subcontract there under, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to the state statute thereto applicable, by the City Council, the schedule thereof being set forth in the advertisement for bids and in the Specifications for said work.

Enclosed herein is a (bidder's bond, certified check, or cashier check) for not less than ***ten percent (10%)*** of the total amount of the Proposal and the undersigned agrees that, in case of his/her default in executing the Contract and the necessary bonds after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the City of Hollister as liquidated damages.

All questions about the meaning or intent of the Contract documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the bidding documents. **QUESTIONS RECEIVED LESS THAN 5 CALENDAR DAYS PRIOR TO THE DATE OF THE OPENING BIDS WILL NOT BE ANSWERED.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Any and all Addenda to the Plans and/or Specifications shall be signed and attached hereto this Proposal.

For any money earned by the Undersigned and withheld by the City of Hollister, to insure the performance of the Contract, the Undersigned may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contracts Code of the State of California, and the City Disadvantaged Business Enterprise (DBE) Program, prompt payment provisions.

Licensed in accordance with an act providing for the registration of Contractors, **License No. _____. Expiration Date _____.**

(If bidder is a joint venture, each member shall specify license number, expiration date, and statement regarding representations made).

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals/ co-partners composing the firm. If a corporation, state legal names of corporation, also names of President, Secretary, Treasurer, and Manager thereof).

_____

_____

_____
Business Address

Signature of Bidder _____
(Signature in Blue Ink)

Dated: _____ 20 _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That_____ as Principal, and

_____ as Surety, are held and firmly bound unto the

City of Hollister, hereinafter called the "City" in the sum of _____

_____ dollars
(not less than 10 percent of the total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, surety is an insurer admitted to transact surety insurance in the State of California, and

WHEREAS, said Principal has submitted a Bid to said City to perform the Work required under the bidding schedule of the City's Contract Documents entitled:

REHABILITATE RUNWAY 13-31 2ND PHASE

NOW THEREFORE, if said Principal is awarded the contract by said City, and, within the time and in the manner required in the “Instructions to Bidders” enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond, Payment Bond, Maintenance Bond, insurance certificates, and all other endorsements, forms and documents required under the “Instructions to Bidders,” then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____

Principal_____

By_____

Title_____

Surety_____

By_____

Title_____

(SEAL AND NOTARIAL
ACKNOWLEDGMENT
OF SURETY)

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE

(This form must be completed and submitted with this Bid)

The Bidder is required to state what work of a similar character to that included in the proposed Contract he/she has successfully performed and give references which will enable the City Council to judge his/her responsibility, experience, skill and business standing.

The undersigned submits herewith a statement of his/her financial responsibility.

The undersigned submits below a statement of the work of a similar character to that included in the Proposed Contract which he/she has successfully performed. (Include the type of work, name, and phone number of all references).

TYPE	NAME	PHONE NUMBER

SIGNED _____

(SIGNATURE IN BLUE INK)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)

INSURANCE CERTIFICATION

(This certification shall be completed and submitted with the proposed Bid)

By signing below I hereby certify that _____
(Insert company name)

is currently insured by an insurance company that is an **"Authorized"** carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California, and shall be written by insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater. Said insurance will expire on _____

I further hereby certify that, as the signer of this Bid proposal, I have read and understand the City's insurance requirements as described in the section entitled "Certificate of Insurance" within these specifications and that proof of insurance will be required before the Public Works contract is recommended for award. Such proof shall be provided on an ISO Accord 25(s) from and an endorsement naming the City of Hollister as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City's Risk Management staff.

_____
(Print Name)

Signature of Bidder: _____
(Signature in Blue Ink) (Date)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

(This form shall be completed and submitted with this Bid)

In conformance with the Provisions in the 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 3 years of any offenses 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 shall place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

SIGNED_____
(signature in blue ink)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

(This form shall be completed and submitted with this Bid)

In accordance with the Provisions in the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, 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 in the circumstances in the following space.

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

SIGNED_____
(signature in blue ink)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

PUBLIC CONTRACT SECTION 10232 STATEMENT

(This form shall be completed and submitted with this Bid)

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this 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.

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

SIGNED_____
(signature in blue ink)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

CONTRACTOR'S CERTIFICATION OF NONSEGREGATED FACILITIES*
FEDERALLY ASSISTED PROJECTS

(This form shall be completed and submitted with this Bid)

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 that he will not maintain or provide, for his employees, 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 rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker 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 on the basis of race, color, religion, 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.

Certification: The information above is true and complete to the best of my knowledge and belief.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date _____, 20____ _____
(Name of Bidder)

Official Address (including ZIP Code): By:_____
(signature in blue ink)

_____ _____
(Title)

_____

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
(This form shall be completed and submitted with this Bid)

To the CITY of Hollister, Engineering Services Department

In accordance with Title 23 United States Code Section 112, the Bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement participated in any collusion, or otherwise taken any action in restraint of free competitive Bidding in connection with this Contract. 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 date relative thereto, or paid, and shall 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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

SIGNED_____
(signature in blue ink)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

12-4-89

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

(This form shall be completed and submitted with this Bid)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of City Engineer, 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 judgment 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.

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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

SIGNED_____
(signature in blue ink)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

(This form shall be completed and submitted with this Bid)

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

(1) No Federal appropriated funds have been paid or shall 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 the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into 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 shall be paid 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 this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard For-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 the Provisions in 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/her Bid or Proposal that he/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.

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

SIGNED_____
(signature in blue ink)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

12-4-89

BUY AMERICAN CERTIFICATION

(Title 49 U.S.C. Section 50101)

(This certification shall be completed and submitted with the proposed bid)

PROJECT NAME:	
AIRPORT NAME:	
AIP NUMBER:	

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

(a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -

(1) Applying subsection (a) would be inconsistent with the public interest;

(2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -

A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and

B. Final assembly of the facility or equipment has occurred in the United States; or

(4) Including domestic material will increase the cost of the overall project by more than 25 percent.

(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * * * *

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

☐ **The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.**

☐ **The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b) subject to the following conditions:**

- For equipment and material the FAA has already issued a waiver to AIP Buy American preferences as indicated on the current FAA Buy American conformance list, bidder shall submit a listing of specific equipment and material it proposes to install on the project prior to the issuance of a Notice-to-Proceed.

- For equipment and material the FAA has not previously issued a waiver to Buy American preferences, the bidder identified with the apparent low bid agrees to prepare and submit to the owner a waiver request and component calculation information within 15 calendar days of the date of the notice of apparent award of contract.

_____ _____

Bidder's Firm Name *Date*

_____

Signature

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

RACE-NEUTRAL DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The bidder is committed to ____% DBE utilization on this project.

Contractor_____

State Registration No. _____

By _____ _____
(Signature) (Title)

Address_____

Phone No. _____ Zip Code_____

LETTER OF INTENT

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State_____ Zip_____

Name of DBE Firm: _____

Address:_____

City: _____ State_____ Zip_____

Telephone: _____ Area Code _____

State DBE Certification Number: _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named DBE firm for the work described above. The estimated amount of work is valued at $_____.

<u>If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void</u>.

(Copy this page for each DBE subcontractor.)

TRADE RESTRICTION CLAUSE - 49 CFR PART 30

(VERSION 1, 1/5/90)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

(a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Certification Regarding Foreign Trade Restrictions (Continued)

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

DATE _____ SIGNED BY _____

BIDDER'S STATEMENT OF SUBCONTRACTORS – PART I

(This form shall be completed and submitted with this Bid)

No Subcontractors, other than those listed hereon, shall be allowed to perform work under this Contract. Substituting a Subcontractor in place of a Subcontractor listed in the original Bid is prohibited, violators, may at the Agency's discretion, result in cancellation of the Bid.

The Contractor and all Subcontractors shall have valid Contractor's licenses for the classification of work performed, prior to submittal or award of Bid**.**

NO.	TYPE OF WORK	SUBCONTRACTOR	CITY	LICENSE NO./ STATE	DBE
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No
					☐Yes ☐ No

SIGNED_____

(signature in blue ink)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

CONTRACT DOCUMENTS/FORMS TO BE SUBMITTED TO THE CITY WITHIN 5 WORKING DAYS AFTER BID OPENING DATE

BIDDER'S STATEMENT OF SUBCONTRACTORS – PART II

(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it shall be submitted and received by the Engineering Services Department no later than 5 working days after Bid opening date)

The undersigned submits herewith a list of Subcontractors whom he/she proposes to employ on the work, with the proper firm name and business address of each.

If no list submitted, it shall be assumed that the Contractor shall do all the work as specified.

No Subcontractors, other than those listed in Bidders Statement of Subcontractors – Part I, shall be allowed to perform work under this Contract. Substituting a Subcontractor in place of a Subcontractor listed in the original Bid is prohibited, violators, may at the Agency's discretion, result in cancellation of the Bid.

The Contractor and all Subcontractors shall have valid Contractor's licenses for the classification of work performed, prior to submittal or award of Bid. **All prospective Contractors may use the website https://www2.cslb.ca.gov/OnlineServices/CheckLicense/LicenseRequest.asp to check each Subcontractor's license status and expiration dates.**

Subcontractor:_____ License No./State:_____

Address: _____ City: _____ Zip:_____

Description of Work:_____

Telephone:_____ Fax: _____e-mail Address: _____

Bid Item No. & % of each: _____

DBE: ☐Yes ☐No

Subcontractor:_____ License No./State:_____

Address: _____ City: _____ Zip:_____

Description of Work:_____

Telephone:_____ Fax: _____e-mail Address: _____

Bid Item No. & % of each: _____

DBE: ☐Yes ☐No

Subcontractor:_____ License No./State:_____

Address: _____ City: _____ Zip:_____

Description of Work:_____

Telephone:_____ Fax: _____e-mail Address: _____

Bid Item No. & % of each: _____

DBE: ☐Yes ☐No

Contractor shall provide all Subcontractor information requested above.

Subcontractor: _____ License No./State: _____

Address: _____ City:_____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ e-mail Address:_____

Bid Item No. & % of each:_____

DBE: ☐Yes ☐No

Subcontractor: _____ License No./State: _____
Address: _____ City:_____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ e-mail Address:_____

Bid Item No. & % of each:_____

DBE: ☐Yes ☐No

Subcontractor: _____ License No./State: _____
Address: _____ City:_____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ e-mail Address:_____

Bid Item No. & % of each:_____

DBE: ☐Yes ☐No

Subcontractor: _____ License No./State: _____
Address: _____ City:_____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ e-mail Address:_____

Bid Item No. & % of each:_____

DBE: ☐Yes ☐No

Subcontractor: _____ License No./State: _____
Address: _____ City:_____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ e-mail Address:_____

Bid Item No. & % of each:_____

DBE: ☐Yes ☐No

Contractor shall provide all Subcontractor information requested above.

SIGNED: _____

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)

(This information maybe submitted with your Proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it shall be submitted and received by Engineering Services Department no later than 5 working days after Bid opening date)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it shall be submitted and received by the Engineering Services Department no later than 5 working days after Bid opening date.)

The Bidder_____, proposed Subcontractor_____, 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, 11114, or 11246, and that, where required, he/she 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 filling 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 shall 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 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 Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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

SIGNED_____
(signature in blue ink)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

12-4-89

LOCAL AGENCY BIDDER - DBE - INFORMATION SHEET

(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it shall be submitted and received by the Engineering Services Department no later than 5 working days after Bid opening date.)

This information may be submitted with your Bid Proposal. If it is not, and you are the apparent low Bidder or the second or third low Bidder, it shall be submitted and received as specified in the Special Provisions. Failure to submit the required DBE information shall be grounds for finding the Proposal nonresponsive.

CO.-RTE.-K.P.:_____

CONTRACT NO.:_____

BID AMOUNT: $ _____

BID OPENING DATE:_____

BIDDER'S NAME:_____

DBE GOAL FROM CONTRACT:_____

DBE PRIME CONTRACTOR CERTIFICATION [1]:_____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED [2]	DBE CERT. NO.	NAME OF DBEs (Must be certified on the date Bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE [3]
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your Bid pursuant to the Subcontractors Listing Law and the Special Provisions.			**Total Claimed Participation**	$_____ _____%

LOCAL AGENCY BIDDER – DBE-INFORMATION SHEET - cont.

1. DBE prime Contractors shall enter their DBE certification number. DBE prime Contractors shall indicate all work to be performed by DBEs including work performed by its own forces. 2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.	_____ (Signature of Bidder in blue ink) _____ Date (Area Code) Tel. No. _____ Person to Contact (Please Type or Print)

CT Bidder – DBE information (Rev 6/29/00)

Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).

AFFIRMATIVE ACTION FORM

San Joaquin County has adopted a policy designed to encourage minority and women participation in the contractor's workforce. Certain construction contracts will require submission of an Affirmative Action Plan to be submitted by the apparent successful bidder (low bidder) and the second low bidder within five (5) working days from the date of bid opening. The San Joaquin County Affirmative Action Officer is available to advise bidders of the form and content of the Affirmative Action Plan. Contracts estimated by the County to cost $250,000 or more require the successful bidder to provide an Affirmative Action Plan.

County of San Joaquin
County Administrator's Office
222 E. Weber Avenue, Room 678
Stockton, CA 95202
Phone: (209 468-3218

1. Firm Name

2. Street Address City State Zip

3. Mailing Address City State Zip

4. Telephone

5. Composition of Ownership

Is this business owned and managed by a female? (If yes, must be at least 51% female owned) ____yes ____no

Is this business owned and managed by a minority? (If yes, indicate below the percent of ownership) ____yes ____no

Percent of Ownership: White____ Black____ Hispanic____
Asian/Pacific Islander____ American Indian/Alaskan Native____

6. Name of person responsible for affirmative action in your firm

_____ Phone_____

DECLARATION

The undersigned declares that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations and ownership of:

_____

Name of Firm

The undersigned understands that in accordance with California Law any person through its directors, officers, or agents that falsely represents a business as a women or minority business enterprise in an attempt to procure contracts is subject to fine or imprisonment.

The undersigned agrees to inform San Joaquin County of any changes to the information contained herein, particularly changes in ownership, controlling interest, or operations while under contract with the County.

The undersigned does further certify that the above-named firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or because they are disabled, or veteran of the Vietnam era, and shall comply with all applicable provisions of state and federal requirements regarding equal employment opportunity, affirmative action reporting and compliance programs, utilization of minority business enterprise and subcontractor programs.

Executed at_____, on_____.

By_____Title_____

BIDDER'S LIST
FOR
THE CITY OF HOLLISTER
ENGINEERING SERVICES DEPARTMENT

(This information may be submitted with your proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it must be submitted and received by the Engineering Services Department no later than 5 working days after Bid opening date.)

All Bidders are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, Bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their Bid/proposal. In order for the City of Hollister to conform with Federally-Mandated DBE Program Bidders List, it will use this information to maintain and update a "Bidders List" to assist in the overall annual goal DBE goal setting process.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

_____ License No.: _____

Exp. Date: _____

Contact Person & Title: _____ No. of Years in Business: _____

Is the firm currently certified as a DBE under the new regulations (49 CFR Part 26)? ☐Yes ☐No

Type of work/services/materials provided by firm:_____

_____

What was you firm's Gross Annual receipts for last year?

_____ Less than $1 Million

_____ Less than $5 Million

_____ Less than $10 Million

_____ Less than $15 Million

_____ More than $15 Million

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

SIGNED: _____

This form may be copied as needed to report all Bidders (DBEs and non-DBEs) information.

Revision Date 03/19/03

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PART B –
SUCCESSFUL BIDDER'S CONTRACT DOCUMENTS TO BE SUBMITTED AFTER PROJECT IS AWARDED

GENERAL INSTRUCTIONS TO LOW BIDDER

(To be completed and submitted after project award)

BIDDER'S SIGNATURES

(A) The Bidder shall sign all documents included in the Bid Documents including but not limited to the following:

1. Bid
2. Bidder's Security

(B) The name of the Bidder shall be typewritten or printed below the signature line. The type of legal entity shall be included in the name of the Bidder (Examples: individual, sole proprietorship, general partnership, limited partnership, corporation).

(C) The name and title of all individuals signing for the entity shall be typewritten or printed below the signature line. **All signatures shall be notarized with a notary acknowledgment.**

(D) The Bidder shall provide evidence that the individual signing the document is authorized to bind the legal entity of the Bidder. The notarization does not constitute such proof unless the Bidder is signing as an individual.

(E) If the Bidder is a corporation, proof of authorization shall be established (pursuant to Corporations Code Section 313) if one of the corporate officers listed in column A below and one of the corporate officers listed in column B below both sign the documents.

A		B
Chairman of the Board, or President, or Vice President,	AND	Secretary, or Assistant Secretary, or Chief Financial Officer, or Assistant Treasurer

For any other combination of signatures of corporate officers, a copy of the Board minutes, resolution, or articles of incorporation may be submitted to prove that the individuals have the authority to bind the corporation.

(F) If the Bidder is any legal entity other than an individual or corporation, documentation must be submitted which establishes that the individuals have the legal authority to bind the legal entity of the Bidder.

(G) If the legal entity is a Limited Partnership, a Certificate of Limited Partnership (State form LP-1) is sufficient to establish the authority of a single General Partner to bind the Limited Partnership.

(H) If the Bidder is a General Partnership, a Certificate of General Partnership or General Partnership agreement is sufficient to establish the names of all general partners of a General Partnership.

(I) All general partners must sign the documents, unless proof is submitted which authorizes an individual partner to bind the other general partners.

(J) If the individual signing the document is signing as a sole proprietorship, either a Fictitious Business Name Statement or a City of Hollister business License is sufficient to establish the authority of an individual to bind a sole proprietorship.

(K) If the individual or individuals signing the documents are signing on behalf of an entity other than the Bidder, and that other entity is authorized to bind the legal entity of the Bidder, then documentation must be submitted which establishes that the individuals have the authority to bind the other entity, and that the other entity has the authority to bind the legal entity of the Bidder.

BIDDER'S/CONTRACTOR'S SECURITY

All bidder's security (including bidder's bond, faithful performance bond, labor and materials bond, and any other required bond) shall be in one of the following forms:

a. Cash

b. Cashier's check made payable to the City

c. A certified check made payable to the City

A bond executed by an admitted surety insurer, made payable to the City in the form of the bonds in the Contract documents. The Power of attorney for the attorney-in-fact of the surety must be current, contain an authorization to bind for at least minimum dollar amount of the bond, and be attached to the bond. **The signature of the attorney-in-fact must be notarized.**

BOND OF FAITHFUL PERFORMANCE

(To be completed and submitted after project award)

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Hollister, San Benito County, State of California, by Resolution No. _____ (N.C.S.)

passed _____, 20_____, has been awarded to_____

_____ hereinafter designated as

"Principal," a Contract for constructing

REHABILITATE RUNWAY 13-31 2nd PHASE

AIP No. 3-06-0105-17

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract;

Now, therefore, We, the Principal and_____as

Surety, are held and firmly bounded to the City of Hollister, San Benito County, California, in the penal sum of

_____

($_____)Dollars, lawful money of the United States, being not less than ***100%*** of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Hollister, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract the above obligation in the amount of not less than ***10%*** of the estimated Contract cost, shall hold good for a period of ***1 year*** after the completion acceptance of the said work, during which time if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full complete and satisfactory repair and replacements or totally protect the said City of Hollister from loss or damage made evident during said period of ***1 year*** from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the amount of not less than ***10%*** of the total bid Proposal cost shall remain in full force and virtue, otherwise the above obligation shall be void. However, nothing in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

For any moneys earned by the Principal and withheld by the City of Hollister to ensure the performance of the Contract, the Principal may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contracts Code of the State of California.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration and addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to the work or to the Specifications.

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

Principal Name: _____

Address: _____

_____

(Attach Notary Acknowledgment) By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

Surety Name: _____

Address: _____

_____

(Attach Notary Acknowledgment) By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

PAYMENT BOND
(LABOR AND MATERIAL BOND)

(To be completed and submitted after project award)

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Hollister, San Benito County, State of California, by Resolution No. _____ (N.C.S.)

passed _____, 20_____, has been awarded to_____

_____ hereinafter designated as

"Principal," a Contract for constructing

REHABILITATE RUNWAY 13-31 2nd PHASE

AIP No. 3-06-0105-17

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of his/her or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extend hereinafter set forth;

NOW, THEREFORE, WE, the Principal and_____as

Surety, are held and firmly bounded to the City of Hollister, San Benito County, California, in the penal sum of

_____

($_____)Dollars, lawful money of the United States, being not less than ***100%*** of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his/her or its heirs, executors or administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Government Code, so as to give a right to action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligations of 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.

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

Principal Name: _____

Address: _____

_____

(Attach Notary Acknowledgment) By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

Surety Name: _____

Address: _____

_____

(Attach Notary Acknowledgment) By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

CITY OF HOLLISTER
(831) 636-4300
375 5th Street
Hollister, CA 95023

CERTIFICATE OF INSURANCE

(This form is for informational purposes only. Contractor shall provide the original Certificate of Insurance issued by the insurance company and a copy of the insurance policy.) (To be completed and submitted after project is awarded).

This Certifies to CITY OF HOLLISTER, Attention: CITY CLERK that the following described policies have been issued to:

1. Insured: _____

2. Address: _____

_____

_____

3. Description of work (show name and/or number if any): _____

_____

_____

POLICIES & INSURERS	LIMITS Bodily Injury/Property Damage	POLICY NUMBER	EFFECTIVE DATE	POLICY FORM
4. Worker's Compensation _____ (Insurer)		Employer's Liability: Statutory		
5. Comprehensive General Occurrence or	$ _____ Each Person	$ _____ Each Occurrence		_____ Claims or Occurrence
_____ (Insurer)	$ _____ Each Occurrence	$ _____ Aggregate		_____ Claims made * basis
	$ _____	Combined single limit		
6. Comprehensive Vehicle Liability	$ _____ Each Person	$ _____ Each Occurrence		_____ Claims or Occurrence
_____ (Insurer)	$ _____ Each Occurrence			_____ Claims made * basis
	$ _____	Combined single limit		

7. Contractor shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of the Contractor, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

8. Contractor shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence.....$1,000,000.00

General Aggregate $2,000,000.00

Automobile Liability

Combined Single Limit per Occurrence $1,000,000.00

9. All insurance companies affording coverage to the Contractor shall be required to add the City of Hollister as "insured" under the insurance policy.

10. All insurance companies affording coverage to the Contractor shall be insurance organizations ***authorized*** by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California, and shall be written by insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater. The A.M. Best guide is available from Best's customer service at (908) 439-2200, ext. 4742, or website http://www.ambest.com/. All prospective Contractor may use the website http://www.insurance.ca.gov/docs/FS-Agntsbrk.html to verify if their insurance company is authorized to do business in California.

11. All insurance companies affording coverage shall provide ***30 day*** written notice by certified or registered mail to the Risk and Benefits Analyst for the City of Hollister should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.

12. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Risk and Benefits Analyst, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" does not satisfy the requirements of subsection (11) herein. The Contractor shall ensure that the above quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.

13. All insurance coverage required to be provided by the Contractor or any other party in favor of the City/additional insured is intended to apply first on a primary and non-contributing basis in relation to any other insurance of self-insurance (primary or excess) available to the City and any employee of the City. The Contractor agrees to have its policies endorsed accordingly. In addition, Contractor also accepts to provide commercial general liability (CGL) endorsement form ***CG 20 10 11 85***. An acceptable alternative would be the use of two ISO forms together: the *CG 20 10 07 04* **("ongoing operations")** and the *CG 20 37 10 01* **("completed operations")**. The City may also accept any other comparable endorsement, which does not further limit coverage and which may be approved and accepted by the City's Risk Management staff.

14. Contractor shall provide a substitute certificate of insurance no later than ***30 days*** prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered a default by Contractor and may subject the Contractor to a **Stop Work Notice** until the Contractor has cured the default.

15. Maintenance of insurance by the Contractor as specified in the Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

16. All policies in effect, above and endorsements below, will not be canceled, limited, or allowed to expire without renewal until after ***30 days'*** written notice has been given to the **RISK AND BENEFITS ANALYST OF THE CITY OF HOLLISTER**.

    The following coverage or conditions are to be in effect:

    A. Products and Completed Operations

    B. (City of Hollister) named as Additional Insured

    C. Cross Liability Clause

    D. Broad Form Property Damage

    E. X, C, U Hazards Included

    F. Personal Injury

17. Authorized signature may be the agents if agent has placed signature through and agency with the insurer. If insurance is brokered, authorized signature must be that of official insurer.

18. It is acknowledged by the parties to this agreement that all insurance coverage required to be provided by the Contractor or any other party in favor of the City/additional insured is intended to **apply first** on a primary and non-contributing basis in relation to any other insurance of self-insurance (primary or excess) available to the City and any employee of the City. The Contractor agrees to have its policies endorsed accordingly.

NOTE: All content of this form must be adhered to, although, this format is for informational purposes only.

AGREEMENT

(To be completed and submitted for project award)

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between CITY OF HOLLISTER, a municipal corporation of the State of California, hereinafter called "City", and _____hereinafter called "Contractor",

W I T N E S S E T H

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provide or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with, the Plans and Specifications therefore, for

REHABILITATE RUNWAY 13-31 2nd PHASE

AIP No. 3-06-0105-17

adopted by the Council of the City of Hollister on _____, 20_____, and identified by the signature of Contractor and the signature of the Mayor of the City of Hollister.

SECOND: It is expressly understood and agreed that this Contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- **a. Notice Inviting Sealed Proposals;**
- **b. Signed and executed Bid and Proposal of Contractor, and if any signed Addendum, as accepted by City;**
- **c. Bidder's Statement of Financial Responsibility, Technical Ability and Experience;**
- **d. Bidder's Statement of Subcontractors – Part I;**
- **e. Bidder's Statement of Subcontractors – Part II;**
- **f. Insurance Certification;**
- **g. Completely executed and signed all required Federal and City of Hollister forms;**
- **h. Instructions to Successful Bidder and General conditions;**
- **i. Bond of Faithful Performance;**
- **j. Payment Bond (Labor and Materials Bond);**
- **k. Certificate of Insurance;**
- **l. The FAA Technical Specifications;**
- **m. The aforesaid Plans;**
- **n. The Airport Improvement Program Requirements**
- **o. The Special Provisions;**
- **p. City Standard Plans and Specifications;**

q. State Standard Specifications and Standard Plans, 2006 edition, or as amended, or otherwise indicated in the specifications; and

r. this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Hollister, a true copy thereof hereto attached; also, for all loss or damage arising out of the nature of said work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Hollister and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this agreement, and the requirements of the City Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

The Contractor and City hereby agree that the Contractor shall perform the work, and be paid the amount of bid

items No._____ as specified in the Proposal of the Contractor, for the total price

of _____

($_____) Dollars.

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Proposal after execution of the Contract on behalf of the City of Hollister and the receipt from the City of Hollister of a notice to proceed with the work.

FOURTH: The City of Hollister hereby promise and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby Contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications and the said parties, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this Contract, so far as the City of Hollister is concerned. All rights of action, however, for any breach of this Contract are reserved to City.

SIXTH: The Contractor shall keep harmless and indemnify the City of Hollister, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Hollister, its officers, employees or agents, or articles supplied by the Contractor under this Contract of which he/she is not entitled to use or sell. Contractor agrees to, at his/her own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of the, on account of any claimed infringement of patent rights, arising out of this agreement.

Contractor shall indemnify and save the City of Hollister and its officers, agents, and employees harmless against all claims for damages to person or property arising out of Contractor's execution of the work, or otherwise by the conduct of the Contractor or its employees, agents, Subcontractors, or others (including the active and passive negligence of the City, its officers, agents, and employees) in connection with the execution of the work covered by this Contract and any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents, and employees) in connection with the execution of the work covered by this Contract and any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not, except only those claims arising

from the sole negligence or willful conduct of the City, its officers, agents, or employees. Further, Contractor at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees.

Contractor shall reimburse the City of Hollister for all costs and expense (including but not limited to fees and charge of architects, engineers, attorneys, and other professional and court costs) incurred by the City in enforcing the provisions of this Section.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within ***1 year*** after acceptance of final payment by Contractor and to indemnify said City of Hollister against all loss and damage occasioned by any such defect, discovered within said ***1 year***, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said ***1 year***, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Hollister full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 7-1.12 of both the Standard Specifications, State of California, May 2006, and the City Standard Plans Specifications, Engineering Services Department, City of Hollister, Current Edition at the time of bid. Certificates of Insurance must specify whether coverage is on a "claims occurrence" or "claims made" form. If the policy is "claims made", Contractor will be required to obtain a bond which must remain in effect until ***12 months*** following work completions.

Contractor shall also advise the insurance carrier to inform the city of the unpaid limits of the policy. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least ***30 days*** after receipt by the City of Hollister by certified or registered mail of a written notice of such cancellation or reduction in coverage.

It is acknowledged by the parties to this agreement that insurance coverage required to be provided by the Contractor or any other party in favor of the City/additional insured is intended to apply first on a primary and non-contributing basis in relation to any other insurance of self-insurance (primary or excess) available to the City and any employee of the City. The Contractor agrees to have its policies endorsed accordingly. In addition, Contractor also accepts to provide commercial general liability (CGL) endorsement form *CG 20 10 11 85*. An acceptable alternative would be the use of two ISO forms together: the *CG 20 10 07 04* ("ongoing operations") and the *CG 20 37 10 01* ("completed operations"). The City may also accept any other comparable endorsement, which does not further limit coverage and which may be approved and accepted by the City's Risk Management staff.

Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

NINTH: Contractor agrees to comply with all applicable federal, state, and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

Apprenticeship utilization: The contractor agrees to comply with the Department of Apprenticeship Standards of the California Labor Code Section 1777.5, and the following:

> Prior to commencing work on the awarded contract, the Contractor shall submit contract award information (form DAS 140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. **A copy of this information shall also be provided to the City of Hollister.**
>
> The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the public work shall be no less than on hour of apprentice work for every five hours of journeyman work.

At the end of each month of work on the contract, the Contractor and Subcontractors shall submit a record of utilization of apprentices for the previous months work.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the City of Hollister and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract.

IN WITNESS WHEREOF, City has caused this instrument to be executed and its corporate name and seal to be hereunto attached by its Mayor, pursuant to resolution theretofore duly adopted by the Council of the City of Hollister, and Contractor has caused this instrument to be executed, the day and year first hereinabove written.

CITY OF HOLLISTER, A Municipal Corporation

ATTEST:

BY _____

Mayor

City Clerk _____

_____

_____

_____

(Attach Notary Acknowledgment)

Contractor *(signature in blue ink)*

NOTE: Please refer to the "General Instructions to Low Bidder" for specific signature requirements.

I hereby approved the form of the foregoing Contract this_____day of

_____, 20_____.

_____

Attorney for the City of Hollister

Checked by the City Engineer on _____

_____

City Engineer

ALL SIGNATURES SHALL BE NOTARIZED EXCEPT THOSE OF CITY OFFICIALS'

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (D.A.S. 13)

STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS

TO: California Department of Industrial Relations
Division of Apprenticeship Standards
P.O. Box 420603
San Francisco, CA 94142

AWARDING AGENCY ID NUMBER

If you do not have an ID number please contact DAS

FROM:

EXTRACT OF PUBLIC WORKS CONTRACT AWARD

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

1. NAME OF GENERAL CONTRACTOR			2. CONTRACTOR'S LICENSE NO
3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX)		4. CITY	
		5. ZIP CODE	6. TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS		8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY):	
9. . NAME OF PROJECT		8a. County	
10. CONTRACT NUMBER	11. PROJECT NUMBER	12. DOLLAR AMOUNT OF CONTRACT AWARD	
13 . FIRST ADVERTISED BID DATE MONTH DAY YEAR	14 CONTRACT AWARD DATE MONTH DAY YEAR	12a ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions).	
		15. WHICH STATUTE, IF ANY, APPLIES TO THIS PROJECT?	
16. STATE CONSTRUCTION BONDS YES NO If YES, List the Sources and Dollar Amount of Bond Proceeds: SOURCES DOLLAR AMOUNT		17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT? YES NO	
		18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? *If yes, please email a copy to* cmu@dir.ca.gov YES NO	
19. STARTING DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)		20. COMPLETION DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)	
21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED		22 NEW CONSTRUCTION REMODELING ALTERATION, DEMOLITION, REPAIR OR MAINTENANCE	
23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S) Please list Sub-contractors and their worker classifications on page 2			
24. Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code? YES NO			
25. SIGNATURE	26. TITLE	27. DATE	
28. PRINTED OR TYPED NAME	29. E-MAIL ADDRESS	30. TELEPHONE NUMBERS	
If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU responsibilities.			
31. NAME	32. TITLE	33. E-MAIL ADDRESS	34. TELEPHONE NUMBER

Duplication of this form is permissible

DIR-PWC 100 (rev. 10/11) successor to the DAS 13 form

Provided for Reference Only
Please use the Web Application
to submit your Contract Award information.
https://www.dir.ca.gov/PWC100

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (Continued)

Listing of Sub Contractors

Con. Lic. #	Contractor	Classification of workers

Provided for Reference Only.
Please use the Web Application
to submit your Contract Award information.
https://www.dir.ca.gov/PWC100

DIR-PWC 100 (rev. 10/11) successor to the DAS 13 form

PUBLIC WORKS CONTRACT AWARD INFORMATION (D.A.S. 140)

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

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PART C –
CITY OF HOLLISTER FORMS AND MEMORANDUM DOCUMENTS

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INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs of state and federal payroll requirements to pay fringe benefits in addition to payment of the minimum rates. The Contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various pre-approved Plans, funds or programs or by making these payments directly to the employees as part of their weekly wage payments.

The Contractor shall show on the face of his or her payroll all monies paid to the employees whether as basic rates or total hourly wage amount in lieu of fringes. The Contractor shall report in the statement of compliance that he or she is paying to others fringes required by the Contract and not paid directly to the employees in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A Contractor who pays fringe benefits to approved Plans, funds or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a Contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying to approved Plans, funds or programs within the times required for receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted on Section 4(c).

Contractors who pay no fringe benefits:

A Contractor who does not pay fringe benefits to an approved Plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, the straight time basic rate and payment in lieu of fringes be separately stated in the hourly rate column, thus $14.56/5.11. In addition the Contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions:

Any Contractor who is making payment to approved Plans, funds or programs in amounts less than the wage determination requires if obligated to pay the deficiency directly to the employees as wages in lieu of fringes.

Any exceptions to Section 4(a) and 4(b), whichever the Contractor may check shall be entered in Section 4(c). Enter in the Exception column the craft and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes and the hourly amount paid to Plans, funds or programs as fringes.

STATEMENT OF COMPLIANCE

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STATEMENT OF COMPLIANCE

CEM-2503 (REV 8/96)

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER
FIRST DAY AND DATE OF PAY PERIOD	LAST DAY AND DATE OF PAY PERIOD

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.

(2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less that the applicable wages rates:

(a) ☐ Specified in the applicable wage determination incorporated into the contract;

(b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed;

that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That fringe benefits as listed in the contract:

(a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.

(b) ☐ Have been paid directly to the listed employee(s), except as noted below.

(c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT.)	TITLE
SIGNATURE	DATE

On federally-funded projects, permissible deductions are defined in Regulation, Part 3 (29 CFR, Subtitle A), issued by the Secretary of Labor under the Copland Act, as amended (48 Sat. 948 63 Stat. 108,72 State. 967;76 Stat 357:40 U. S. C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 263-2041 or TDD (916) 263-2044 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CEM2503

California Department of Transportation • Construction Manual • July 2004

CITY OF HOLLISTER
FRINGE BENEFIT STATEMENT

CONTRACTOR/SUBCONTRACTOR (Please Print)	CONTRACT NUMBER	FEDERAL AID PROJECT NUMBER	DATE

TO: RESIDENT ENGINEER/DISTRICT LABOR COMPLIANCE OFFICER	BUSINESS ADDRESS

The following information (as shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications is used to check payrolls or applied to force account work on the above contract.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES.

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT		NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date	Vacation	$_____	
_____	Health & Welfare	$_____	_____
_____	Pension	$_____	_____
Subsistence and /or Travel Pay:	Apprentice	$_____	_____
$_____	Other	$_____	_____

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT		NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date	Vacation	$_____	
_____	Health & Welfare	$_____	_____
_____	Pension	$_____	_____
Subsistence and /or Travel Pay:	Apprentice	$_____	_____
$_____	Other	$_____	_____

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT		NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date	Vacation	$_____	
_____	Health & Welfare	$_____	_____
_____	Pension	$_____	_____
Subsistence and /or Travel Pay:	Apprentice	$_____	_____
$_____	Other	$_____	_____

I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs as listed above.

NAME AND TITLE (Please Print)

SIGNATURE	BUSINESS TELEPHONE NUMBER

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 263-2041 or TDD (916) 263-2044 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CA DOT FORM CEM2501 (Rev. 8/94)

NOTICE TO PUBLIC ENTITY

I,_____, the undersigned, am
(Name – Print)

_____ with the authority to act for and on behalf of
(Position in business)

_____,
(Name of business and/or Contractor)

certify under penalty of perjury that the records or copies thereof submitted and consisting of

_____
Description, No. of pages)

are the originals or true, full and correct copies of the originals that depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date:_____Signature:_____
(Signature in blue ink only)

A public entity may require a more strict and/or more extensive form of certification.

CITY OF HOLLISTER PUBLIC WORKS PAYROLL REPORTING FORM

PAGE____OF____

NAME OF CONTRACTOR OR SUBCONTRACTOR		CONTRACTOR'S LICENSE NO. / SPECIALTY LICENSE NO.	ADDRESS
PAYROLL NO.	FOR WEEK ENDING	SELF-INSURED CERTIFICATE NO. / WORKERS COMPENSATION POLICY NO.	PROJECT OR CONTRACT NO. / PROJECT AND LOCATION NO.

(1)	(2)	(3)		(4) DAY							(5)	(6)	(7)		(8)							(9)	
NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	NO. OF WITH-HOLDING EXEMPTIONS	WORK CLASSIFICATION		M	T	W	TH	F	S	S	TOTAL HOURS	HOURLY RATE OR PAY	GROSS AMOUNT EARNED		DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							NET WAGES PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOL.	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN.	DUES	TRV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOL.	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN.	DUES	TRV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOL.	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN.	DUES	TRV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOL.	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN.	DUES	TRV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOL.	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN.	DUES	TRV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOL.	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN.	DUES	TRV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

* OTHER = Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations shall be separately listed. Use extra sheet if necessary.

CERTIFICATION shall be completed
REVISION DATE: 05/01/03

PW14

ENGINEERING SERVICES BID PROTEST
City of Hollister

Today's Date _____

Project Title: _____ Bid Opening Date _____

Contractor (or Subcontractor): _____

Contact Name _____ Phone# _____

Address: _____

City: _____ State: _____ Zip: _____

The Contractor listed above wishes to protest one or more of the bid processes used to make the determination of the lowest responsible bidder. The following is a statement that describes the circumstances and the issues under protest. (Additional sheet(s) can be attached as needed)

Please be as specific as possible:

The following is a statement that clearly describes the remedy being recommended by the above contractor. (additional sheets can be attached as needed.)

Please be as specific as possible:

I certify that the information contained in this form is true and correct, to the best of my knowledge, (Please include this statement on all pages with an authorized signature.)

_____ _____

Signature in blue ink **Name** (Please Print)

_____ _____

Title or Position (Please Print) Date

Number of Pages_____

(including those attached)

CITY OF HOLLISTER NOTICE OF POTENTIAL CLAIM

	FOR CITY USE ONLY	
DC-CEM-6201 (REV 7/00)	Received by _____ (For Resident Engineer)	Date _____

TO _____ (Resident Engineer) CONTRACT NUMBER _____ DATE _____

The particular circumstances of this potential claim are described in detail as follows:

The reasons for which I believe additional compensation may be due:

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The nature of the costs involved and the amount of the potential claim are described as follows:
(If accurate cost figures are not available, provide an estimate, or describe the types of expenses involved)

The undersigned originator (Contractor or Subcontractor as appropriate) certifies that the above statements are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered unless resolved, shall be restated as a claim in response to the States proposed final estimate in accordance with Section 9-1.07B of the Standard Specifications.

SUBCONTRACTOR or CONTRACTOR
(Circle One)

(Authorized Representative)

For subcontractor notice of potential claim

This notice of potential claim is acknowledged and forwarded by

PRIME CONTRACTOR

(Authorized Representative)

CEM-6201 (REV. 7/00)

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PART D –
AIRPORT IMPROVEMENT PROGRAM REQUIREMENTS

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AIRPORT IMPROVEMENT PROGRAM REQUIREMENTS

GENERAL LABOR REQUIREMENTS
FOR ALL CONTRACTS AND SUBCONTRACTS

a. **Airport Improvement Program (AIP) Project.** The work in this contract is included in the AIP Project which is being undertaken and accomplished by the OWNER in accordance with the terms and conditions of a grant agreement between the OWNER and the United States under the Airport and Airway Safety and Capacity Expansion Act of 1987, pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

b. **Consent to Assignment.** The contractor shall obtain the prior written consent of the owner to any proposed assignment of any interest in or part of this contract.

c. **Convict Labor.** No convict labor may be employed under this contract.

d. **Veteran's Preference.** In the employment of labor (except in executive, administrative and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

e. **Withholding, Sponsor From Contractor.** Whether or not payments or advances to the owner are withheld or suspended by the FAA, the owner may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract.

f. **Nonpayment of Wages.** If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract owner may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

g. **FAA Inspection and Review.** The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

h. **Subcontracts.** The contractor shall insert in each of his subcontracts the provisions contained in paragraphs a, c, d, e, f, and g of this section, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they

may enter into, together with a clause requiring this insertion in any further subcontracts they may in turn be made.

i. **Contract Termination.** A breach of paragraphs f, g, and h of this section may be grounds for termination of the contract.

MISCELLANEOUS CLAUSE REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.
In these cases the provision obligates the party or any transferee for the longer of the following periods:

(1) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

Compliance with Nondiscrimination Requirements
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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the se-

lection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements 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 procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanction for Noncompliance.** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the contractor under the contract until the contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CIVIL RIGHTS – TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

BREACH OF CONTRACT TERMS - SANCTIONS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

RIGHTS FOR INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

ACCESS TO DOCUMENTS, RECORDS, ETC., CLAUSES FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, 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 paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor 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 monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor 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 paragraphs 1 through 4 of this section.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

COPELAND "ANTI-KICKBACK" ACT

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and 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 portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall 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 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall 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 onsite 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 sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or 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 therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and 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. Direct its 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 effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 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 number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the

hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the County of San Joaquin. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of San Benito. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

BANNING TEXTING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Contractor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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DAVIS-BACON PREVAILING WAGE AND SALARY RANGE

U.S. DEPARTMENT OF LABOR NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
U.S. Department of Labor
Employment Standards Administration

WH Publication 1321
Revised January 1986
☆ U.S. GOVERNMENT PRINTING OFFICE: 1988-209-866

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

U.S. DEPARTMENT OF LABOR GENERAL WAGE DECISION

http://www.wdol.gov/index.html

General Decision Number: CA150029 04/24/2015 CA29

Superseded General Decision Number: CA20140029

State: California

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

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

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

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

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	02/27/2015
7	03/13/2015
8	03/27/2015
9	04/10/2015
10	04/17/2015
11	04/24/2015

ASBE0016-004 01/01/2015

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 28.30	7.75
Area 2	$ 32.38	7.75

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* ASBE0016-008 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 59.38	19.83
Area 2	$ 44.05	18.62

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 42.06	33.43
Area 2	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER	$ 28.05	14.01

BRCA0003-003 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

BRCA0003-005 05/01/2013

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 35.41	19.92
(7) San Francisco, San Mateo	$ 39.96	23.79
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 40.98	20.49
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 36.48	19.59
(16) Monterey, Santa Cruz	$ 37.80	22.46

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 33.15	13.93
TERRAZZO WORKER/SETTER	$ 39.95	24.39

BRCA0003-011 04/01/2014

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.76	12.37
Area 2	$ 22.58	12.50
Area 3	$ 22.40	11.58
Tile Layer		
Area 1	$ 39.42	13.77
Area 2	$ 36.43	13.74
Area 3	$ 29.78	13.10

CARP0022-001 07/01/2014

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for

that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-007 07/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 23.36	18.31
Installer II	$ 19.93	18.31
Lead Installer	$ 26.81	18.81
Master Installer	$ 31.03	18.81
Area 2		
Installer I	$ 20.71	18.31
Installer II	$ 17.76	18.31
Lead Installer	$ 23.68	18.81
Master Installer	$ 27.31	18.81
Area 3		
Installer I	$ 19.76	18.31
Installer II	$ 16.99	18.31
Lead Installer	$ 22.56	18.81
Master Installer	$ 29.58	18.81

CARP0035-008 08/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 40.35	27.97

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     Area 2.....................$ 34.47            27.97
     Area 3.....................$ 34.97            27.97
     Area 4.....................$ 33.62            27.97
Drywall Stocker/Scrapper
     Area 1.....................$ 20.18            16.30
     Area 2.....................$ 17.24            16.30
     Area 3.....................$ 17.49            16.30
     Area 4.....................$ 16.81            16.30
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 CARP0152-001 07/01/2014

Contra Costa County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter..................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright.................$ 40.45            29.12
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 CARP0152-002 07/01/2014

San Joaquin County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter..................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer......................$ 34.62            27.53
     Journeyman Carpenter........$ 34.47            27.53
     Millwright.................$ 34.97            29.12
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 CARP0152-004 07/01/2014

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter..................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer......................$ 33.27            27.53
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     Journeyman Carpenter........$ 33.12            27.53
     Millwright..................$ 35.62            29.12
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 CARP0217-001 07/01/2014

San Mateo County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright..................$ 40.45            29.12
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 CARP0405-001 07/01/2014

Santa Clara County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright..................$ 40.45            29.12
----------------------------------------------------------------
 CARP0405-002 07/01/2014

San Benito County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 34.53            27.53
     Journeyman Carpenter........$ 34.47            27.53
     Millwright..................$ 36.97            29.12
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 CARP0505-001 07/01/2014
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Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.62	27.53
Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 36.97	29.12

CARP0605-001 07/01/2014

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.62	27.53
Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 36.97	29.12

CARP0701-001 07/01/2014

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0713-001 07/01/2014

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

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     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright..................$ 40.45            29.12
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 CARP1109-001 07/01/2014

Kings County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 33.27            27.53
     Journeyman Carpenter........$ 33.12            27.53
     Millwright..................$ 35.62            29.12
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 ELEC0006-004 12/01/2014

SAN FRANCISCO COUNTY

                                   Rates          Fringes

Sound & Communications
     Installer...................$ 37.37            16.93
     Technician..................$ 36.23         3%+16.11

  SCOPE OF WORK:  Including any data system whose only function
  is to transmit or  receive information; excluding all other
  data systems or  multiple systems which include control
  function or power supply;  inclusion or exclusion of
  terminations and testings of  conductors determined by
  their function; excluding fire alarm  work when installed
  in raceways (including wire and cable  pulling) and when
  performed on new or major remodel building  projects or
  jobs for which the conductors for the fire alarm system are
  installed in conduit; excluding installation of raceway
  systems, line voltage work, industrial work, life-safety
  systems (all buildings having floors located more than 75'
  above the lowest floor level having building access);
  excluding energy management systems.

  FOOTNOTE:   Fire alarm work when installed in raceways
  (including wire and cable pulling), on projects which
  involve new or major remodel building construction, for
  which the conductors for the fire alarm system are
  installed in the conduit, shall be performed by the inside
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electrician.

ELEC0006-007 06/23/2014

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	$ 58.82	28.91

ELEC0006-008 12/01/2011

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	$ 30.12	3%+13.70
Technician.....	$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100-002 06/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 34.05	19.67

ELEC0100-005 12/01/2014

FRESNO, KINGS, MADERA

	Rates	Fringes

Communications System

Installer	$ 27.34	16.12
Technician	$ 32.13	16.26

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades

construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 03/23/2015

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 41.90	22.86
Zone B	$ 46.09	22.99

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2014

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 35.66	16.24

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 06/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 51.67	26.12
ELECTRICIAN	$ 45.26	25.93

ELEC0302-003 12/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 36.80	16.40

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2014

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 62.41	32.102
ELECTRICIAN	$ 54.27	31.858

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.

Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2014

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 36.80	16.40

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2014

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 55.29	3%+29.81
ELECTRICIAN	$ 49.15	3%+29.81

ELEC0595-002 06/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 39.09	7.5%+21.74
ELECTRICIAN		
(1) Tunnel work	$ 36.49	7.5%+21.74
(2) All other work	$ 34.75	7.5%+21.74

ELEC0595-006 12/01/2014

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 36.80	16.41

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 28.22	16.15
Technician	$ 32.13	16.27

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2014

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	$ 52.50	28.81

ELEC0617-003 12/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	$ 31.32	16.24
Technician.....	$ 35.66	16.37

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 01/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes

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ELECTRICIAN.....................$ 35.50           20.30

CABLE SPLICER = 110% of Journeyman Electrician
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 ELEC1245-001 06/01/2013

                                  Rates          Fringes

LINE CONSTRUCTION
     (1) Lineman; Cable splicer..$ 50.30           15.00
     (2) Equipment specialist
     (operates crawler
     tractors, commercial motor
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line   equipment)...........$ 40.17           14.56
     (3) Groundman...............$ 30.73           13.48
     (4) Powderman...............$ 44.91           13.48

  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

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 ELEV0008-001 01/01/2015

                                  Rates          Fringes

ELEVATOR MECHANIC...............$ 60.39           28.38

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

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 ENGI0003-008 07/01/2013

                                  Rates          Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)
     AREA 1:
      (1) Leverman...............$ 40.53           27.81
      (2) Dredge Dozer; Heavy
      duty repairman.............$ 35.57           27.81
      (3) Booster Pump
      Operator; Deck
      Engineer; Deck mate;
      Dredge Tender; Winch
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      Operator...................$ 34.45            27.81
      (4) Bargeman; Deckhand;
      Fireman; Leveehand; Oiler..$ 31.15            27.81
     AREA 2:
      (1) Leverman...............$ 42.53            27.81
      (2) Dredge Dozer; Heavy
      duty repairman.............$ 37.57            27.81
      (3) Booster Pump
      Operator; Deck
      Engineer; Deck mate;
      Dredge Tender; Winch
      Operator...................$ 36.45            27.81
      (4) Bargeman; Deckhand;
      Fireman; Leveehand; Oiler..$ 33.15            27.81

AREA DESCRIPTIONS

  AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
  NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
  SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
  SUTTER, YOLO, AND YUBA COUNTIES

AREA 2:  MODOC COUNTY

  THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
  AS NOTED BELOW:

ALPINE COUNTY:
Area 1:  Northernmost part
Area 2:  Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1:  Eastern part
Area 2:  Remainder

ELDORADO COUNTY:
Area 1:  North Central part
Area 2:  Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1:  Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1:  Western part along the Southern portion of border
  with Shasta County
Area 2:  Remainder

MADERA COUNTY:
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Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44
GROUP 4	$ 35.46	27.44
GROUP 5	$ 34.19	27.44
GROUP 6	$ 32.87	27.44
GROUP 7	$ 31.73	27.44
GROUP 8	$ 30.59	27.44
GROUP 8-A	$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 40.73	27.44
Oiler	$ 33.76	27.44
Truck crane oiler	$ 37.33	27.44
GROUP 2		
Cranes	$ 38.97	27.44
Oiler	$ 33.50	27.44
Truck crane oiler	$ 37.04	27.44
GROUP 3		
Cranes	$ 37.23	27.44
Hydraulic	$ 32.87	27.44
Oiler	$ 33.26	27.44
Truck Crane Oiler	$ 36.77	27.44
GROUP 4		
Cranes	$ 34.19	27.44
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 41.07	27.44
Oiler	$ 31.81	27.44
Truck crane oiler	$ 34.09	27.44
GROUP 2		
Lifting devices	$ 39.25	27.44
Oiler	$ 31.54	27.44
Truck Crane Oiler	$ 33.84	27.44
GROUP 3		
Lifting devices	$ 37.57	27.44
Oiler	$ 31.32	27.44
Truck Crane Oiler	$ 33.55	27.44
GROUP 4		
Lifting devices	$ 35.80	27.44
GROUP 5		

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      Lifting devices............$ 34.50            27.44
     GROUP 6
      Lifting devices............$ 33.16            27.44
OPERATOR:  Power Equipment
(Steel Erection - AREA 1:)
     GROUP 1
      Cranes.....................$ 41.70            27.44
      Oiler......................$ 32.15            27.44
      Truck Crane Oiler..........$ 34.38            27.44
     GROUP 2
      Cranes.....................$ 39.93            27.44
      Oiler......................$ 31.88            27.44
      Truck Crane Oiler..........$ 34.16            27.44
     GROUP 3
      Cranes.....................$ 38.45            27.44
      Hydraulic..................$ 32.67            27.44
      Oiler......................$ 31.66            27.44
      Truck Crane Oiler..........$ 33.89            27.44
     GROUP 4
      Cranes.....................$ 36.43            27.44
     GROUP 5
      Cranes.....................$ 35.13            27.44
OPERATOR:  Power Equipment
(Tunnel and Underground Work
- AREA 1:)
     SHAFTS, STOPES, RAISES:
      GROUP 1....................$ 35.95            27.44
      GROUP 1-A..................$ 38.32            27.44
      GROUP 2....................$ 34.59            27.44
      GROUP 3....................$ 33.36            27.44
      GROUP 4....................$ 32.22            27.44
      GROUP 5....................$ 31.08            27.44
     UNDERGROUND:
      GROUP 1....................$ 35.85            27.44
      GROUP 1-A..................$ 38.32            27.44
      GROUP 2....................$ 34.59            27.44
      GROUP 3....................$ 33.26            27.44
      GROUP 4....................$ 32.12            27.44
      GROUP 5....................$ 30.98            27.44

  FOOTNOTE: Work suspended by ropes or cables, or work on a
  Yo-Yo Cat: $.60 per hour additional.


  POWER EQUIPMENT OPERATOR CLASSIFICATIONS

  GROUP 1: Operator of helicopter (when used in erection work);
  Hydraulic excavator, 7 cu. yds. and over; Power shovels,
  over 7 cu. yds.

  GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
  yds. up to 7 cu. yds.; Licensed construction work boat
  operator, on site; Power blade operator (finish); Power
  shovels, over 1 cu. yd. up to and including 7 cu. yds.
  m.r.c.
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GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete

saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

 ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71

```
     GROUP 2
      AREA 1.....................$ 26.04            25.71
      AREA 2.....................$ 28.04            25.71
     GROUP 3
      AREA 1.....................$ 21.43            25.71
      AREA 2.....................$ 23.43            25.71
```

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2015

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

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

LABO0067-002 12/01/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 20.06	9.62
LABORER (Lead Removal)		
Area A	$ 29.02	19.42
Area B	$ 28.02	19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	18.66

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     GROUP 1.....................$ 28.39            18.66
     GROUP 1-a...................$ 28.61            18.66
     GROUP 1-c...................$ 28.44            18.66
     GROUP 1-e...................$ 28.94            18.66
     GROUP 1-f...................$ 28.97            18.66
     GROUP 1-g (Contra Costa
     County).....................$ 28.59            18.66
     GROUP 2.....................$ 28.24            18.66
     GROUP 3.....................$ 28.14            18.66
     GROUP 4.....................$ 21.83            18.66
  See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
     Construction Specialist
     Group.......................$ 28.09            18.66
     GROUP 1.....................$ 27.39            18.66
     GROUP 1-a...................$ 27.61            18.66
     GROUP 1-c...................$ 27.44            18.66
     GROUP 1-e...................$ 27.94            18.66
     GROUP 1-f...................$ 27.97            18.66
     GROUP 2.....................$ 27.24            18.66
     GROUP 3.....................$ 27.14            18.66
     GROUP 4.....................$ 20.83            18.66
  See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
     GROUP 1.....................$ 29.35            18.66
     GROUP 2.....................$ 28.85            18.66
     GROUP 3.....................$ 28.26            18.66
     GROUP 4.....................$ 28.14            18.66
Laborers: (GUNITE - AREA B:)
     GROUP 1.....................$ 28.35            18.66
     GROUP 2.....................$ 27.85            18.66
     GROUP 3.....................$ 27.26            18.66
     GROUP 4.....................$ 27.14            18.66
Laborers: (WRECKING - AREA A:)
     GROUP 1.....................$ 28.39            18.66
     GROUP 2.....................$ 28.24            18.66
Laborers: (WRECKING - AREA B:)
     GROUP 1.....................$ 27.39            18.66
     GROUP 2.....................$ 27.24            18.66
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
     (1) New Construction........$ 28.14            18.66
     (2) Establishment Warranty
     Period......................$ 21.83            18.66
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
     (1) New Construction........$ 27.14            18.66
     (2) Establishment Warranty
     Period......................$ 20.83            18.66

FOOTNOTES:
  Laborers working off or with or from bos'n chairs, swinging
  scaffolds, belts shall receive $0.25 per hour above the
  applicable wage rate.  This shall not apply to workers
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entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 27.14	19.03

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     Traffic Control Person I....$ 27.44            19.03
     Traffic Control Person II...$ 24.94            19.03

  TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
  cushions, construction area and roadside signage.

  TRAFFIC CONTROL PERSON II: Installation and removal of
  temporary/permanent signs, markers, delineators and crash
  cushions.

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 LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

                                   Rates          Fringes

LABORER
     Mason Tender-Brick..........$ 31.11            17.34
-----------------------------------------------------------------
 LABO0073-005 06/30/2014

                                   Rates          Fringes

Tunnel and Shaft Laborers:
     GROUP 1.....................$ 34.60            19.49
     GROUP 2.....................$ 34.37            19.49
     GROUP 3.....................$ 34.12            19.49
     GROUP 4.....................$ 33.67            19.49
     GROUP 5.....................$ 33.13            19.49
     Shotcrete Specialist........$ 35.12            19.49

TUNNEL AND SHAFT CLASSIFICATIONS

  GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete
  nozzlemen

  GROUP 2: Rodmen; Shaft work & raise (below actual or
  excavated ground level)

  GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
  Cherry pickermen - where car is lifted; Concrete finisher
  in tunnel; Concrete screedman; Grout pumpman and potman;
  Gunite & shotcrete gunman & potman; Headermen; High
  pressure nozzleman; Miner - tunnel, including top and
  bottom man on shaft and raise work; Nipper; Nozzleman on
  slick line; Sandblaster - potman, Robotic Shotcrete Placer,
  Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
  setter; Timberman, retimberman (wood or steel or substitute
  materials therefore); Tugger (for tunnel laborer work);
  Cable tender; Chuck tender; Powderman - primer house

  GROUP 4: Vibrator operator, pavement breaker; Bull gang -
  muckers, trackmen; Concrete crew - includes rodding and
  spreading, Dumpmen (any method)

  GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman
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LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender	$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 28.14	19.03
Traffic Control Person I	$ 28.44	19.03
Traffic Control Person II	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		

```
     GROUP 1.....................$ 34.60            19.49
     GROUP 2.....................$ 34.37            19.49
     GROUP 3.....................$ 34.12            19.49
     GROUP 4.....................$ 33.67            19.49
     GROUP 5.....................$ 33.13            19.49
     Shotcrete Specialist........$ 35.12            19.49

TUNNEL AND SHAFT CLASSIFICATIONS

  GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete
  nozzlemen

  GROUP 2: Rodmen; Shaft work & raise (below actual or
  excavated ground level)

  GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
  Cherry pickermen - where car is lifted; Concrete finisher
  in tunnel; Concrete screedman; Grout pumpman and potman;
  Gunite & shotcrete gunman & potman; Headermen; High
  pressure nozzleman; Miner - tunnel, including top and
  bottom man on shaft and raise work; Nipper; Nozzleman on
  slick line; Sandblaster - potman, Robotic Shotcrete Placer,
  Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
  setter; Timberman, retimberman (wood or steel or substitute
  materials therefore); Tugger (for tunnel laborer work);
  Cable tender; Chuck tender; Powderman - primer house

  GROUP 4: Vibrator operator, pavement breaker; Bull gang -
  muckers, trackmen; Concrete crew - includes rodding and
  spreading, Dumpmen (any method)

  GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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 LABO0270-003 06/30/2014

AREA A: SANTA CLARA

 AREA B: MONTEREY, SAN BENITO AND  SANTA CRUZ COUNTIES


                                  Rates          Fringes

LABORER (TRAFFIC CONTROL/LANE
CLOSURE)
     Escort Driver, Flag Person
      Area A.....................$ 28.14            19.03
      Area B.....................$ 27.14            19.03
     Traffic Control Person I
      Area A.....................$ 28.44            19.03
      Area B.....................$ 27.44            19.03
     Traffic Control Person II
      Area A.....................$ 25.94            19.03
      Area B.....................$ 24.94            19.03

  TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
  cushions, construction area and roadside signage.
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TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.70	16.53

LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.11	17.34

LABO0294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03
Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 28.14	19.03
Traffic Control Person I....	$ 28.44	19.03
Traffic Control Person II...	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.60	19.49
GROUP 2.....	$ 34.37	19.49
GROUP 3.....	$ 34.12	19.49
GROUP 4.....	$ 33.67	19.49
GROUP 5.....	$ 33.13	19.49
Shotcrete Specialist.....	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 28.14	19.03
Traffic Control Person I....	$ 28.44	19.03
Traffic Control Person II...	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.60	19.49
GROUP 2.....	$ 34.37	19.49
GROUP 3.....	$ 34.12	19.49
GROUP 4.....	$ 33.67	19.49
GROUP 5.....	$ 33.13	19.49
Shotcrete Specialist.....	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 27.14	19.03
Traffic Control Person I....	$ 27.44	19.03
Traffic Control Person II...	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.60	19.49
GROUP 2.....	$ 34.37	19.49
GROUP 3.....	$ 34.12	19.49
GROUP 4.....	$ 33.67	19.49
GROUP 5.....	$ 33.13	19.49
Shotcrete Specialist.....	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.11	17.34

LABO1414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 30.00	16.36

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

LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

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

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----------------------------------------------------------------
 LABO1414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

                                  Rates          Fringes

Plasterer tender................$ 30.00            16.36

Work on a swing stage scaffold: $1.00 per hour additional.
----------------------------------------------------------------
 LABO1414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

                                  Rates          Fringes

PLASTER TENDER
     4 Stories and under.........$ 28.00            16.36
     5 Stories and above.........$ 30.00            16.36

Work on a swing stage scaffold: $1.00 per hour additional.
----------------------------------------------------------------
 LABO1414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

                                  Rates          Fringes

Plasterer tender................$ 30.00            16.36

Work on a swing stage scaffold: $1.00 per hour additional.
----------------------------------------------------------------
 PAIN0016-001 01/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA
CLARA, AND SANTA CRUZ COUNTIES


                                  Rates          Fringes

Painters:......................$ 36.45            21.48

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and
  processing of goods for sale or service; steel construction
  (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional
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PAIN0016-003 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 40.37	21.28
AREA 2	$ 36.24	19.88

PAIN0016-012 01/01/2015

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.20	18.73

PAIN0016-015 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 30.85	16.85

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 40.07	21.48

PAIN0169-001 01/01/2015

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 34.83	19.75

PAIN0169-005 01/01/2015

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 43.48	24.19

PAIN0294-004 01/01/2015

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 25.67	15.68
Drywall Finisher/Taper	$ 30.47	16.81

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2015

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 30.83	17.39

PAIN0767-001 01/01/2015

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.26	11.65
GROUP 2	$ 29.12	11.65
GROUP 3	$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2015

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.79	14.93

PLAS0066-002 07/01/2014

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 35.34	24.21

PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 29.44	22.26
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Couonties	$ 31.41	22.26
AREA 337: Monterey County	$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 31.41	22.26

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----------------------------------------------------------------
 PLAS0300-005 06/30/2014

                                  Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 30.00            22.07
----------------------------------------------------------------
 PLUM0038-001 07/01/2014

SAN FRANCISCO COUNTY

                                  Rates          Fringes

PLUMBER (Plumber,
Steamfitter, Refrigeration
Fitter)........................$ 64.00            43.29
----------------------------------------------------------------
 PLUM0038-005 07/01/2014

SAN FRANCISCO COUNTY

                                  Rates          Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....$ 54.40            32.15
----------------------------------------------------------------
 PLUM0062-001 01/01/2015

MONTEREY AND SANTA CRUZ COUNTIES

                                  Rates          Fringes

PLUMBER & STEAMFITTER............$ 41.30            25.94
----------------------------------------------------------------
 PLUM0159-001 07/01/2014

CONTRA COSTA COUNTY

                                  Rates          Fringes

Plumber and steamfitter
     (1) Refrigeration...........$ 50.88            33.64
     (2) All other work..........$ 51.77            28.39
----------------------------------------------------------------
 PLUM0246-001 01/01/2015

FRESNO, KINGS & MADERA COUNTIES

                                  Rates          Fringes

PLUMBER & STEAMFITTER............$ 37.50            26.14
----------------------------------------------------------------
 PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES
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	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2014

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	$ 54.71	35.99
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	$ 54.71	35.99

PLUM0355-004 07/01/2014

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	$ 28.55	9.25

PLUM0393-001 07/01/2014

SAN BENITO AND SANTA CLARA COUNTIES

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                                  Rates          Fringes

PLUMBER/PIPEFITTER...............$ 57.41            33.08
----------------------------------------------------------------
 PLUM0442-001 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES


                                  Rates          Fringes

PLUMBER & STEAMFITTER............$ 38.50            25.89
----------------------------------------------------------------
 PLUM0467-001 07/01/2014

SAN MATEO COUNTY

                                  Rates          Fringes

Plumber/Pipefitter/Steamfitter...$ 57.50            31.16
----------------------------------------------------------------
 ROOF0027-002 09/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

                                  Rates          Fringes

ROOFER...........................$ 26.37            12.68

  FOOTNOTE: Work with pitch, pitch base of pitch impregnated
  products or any material containing coal tar pitch, on any
  building old or new, where both asphalt and pitchers are
  used in the application of a built-up roof or tear off:
  $2.00 per hour additional.

----------------------------------------------------------------
 ROOF0040-002 08/01/2014

SAN FRANCISCO & SAN MATEO COUNTIES:

                                  Rates          Fringes

ROOFER...........................$ 35.19            13.75
----------------------------------------------------------------
 ROOF0081-001 08/01/2014

ALAMEDA AND CONTRA COSTA COUNTIES:

                                  Rates          Fringes

Roofer...........................$ 35.06            13.89
----------------------------------------------------------------
 ROOF0081-004 08/01/2014
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CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 31.94	13.64

ROOF0095-002 08/01/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman	$ 37.14	14.57
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 39.14	14.57

SFCA0483-001 01/01/2015

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 56.02	27.77

SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 32.98	19.35

SHEE0104-001 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		

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      under $200,000.............$ 45.26            38.82
      All Other Work.............$ 50.71            40.05
     AREA 2......................$ 41.59            29.66
     AREA 3......................$ 43.77            30.00
-----------------------------------------------------------------
 SHEE0104-003 01/01/2015

CALAVERAS AND SAN JOAQUIN COUNTIES:

                                  Rates          Fringes

SHEET METAL WORKER...............$ 36.59            28.66
-----------------------------------------------------------------
 SHEE0104-005 01/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

                                  Rates          Fringes

SHEET METAL WORKER (Excluding
metal deck and siding)...........$ 36.03            31.30
-----------------------------------------------------------------
 SHEE0104-007 01/01/2015

FRESNO, KINGS, AND MADERA COUNTIES:

                                  Rates          Fringes

SHEET METAL WORKER...............$ 34.60            31.55
-----------------------------------------------------------------
 SHEE0104-015 01/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:


                                  Rates          Fringes

SHEET METAL WORKER (Metal
Decking and Siding only).........$ 33.86            31.83
-----------------------------------------------------------------
 SHEE0104-018 01/01/2015

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:


                                  Rates          Fringes

Sheet metal worker (Metal
decking and siding only).........$ 33.86            31.83
-----------------------------------------------------------------
 TEAM0094-001 07/01/2014

                                  Rates          Fringes
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Truck drivers:

GROUP 1	$ 27.96	24.28
GROUP 2	$ 28.26	24.28
GROUP 3	$ 28.56	24.28
GROUP 4	$ 28.91	24.28
GROUP 5	$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water

pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

PART E –
SPECIAL PROVISION

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CITY OF HOLLISTER
ENGINEERING SERVICES DEPARTMENT

REHABILITATE RUNWAY 13-31 **2ND PHASE**

AIP No. 3-06-0105-17

SECTION 1
SPECIFICATIONS AND PLANS

All work to be done under this Contract shall conform to the applicable requirements of the Technical Specifications, Cited Standards for Materials and Testing, Cited FAA Advisory Circulars, the Special Provisions, the State of California Department of Transportation Standard Specifications 2006 herein referred to as the Standard Specifications, and the City of Hollister, Department of Engineering Services, Standard Plans and Specifications, herein referred to as the City Standard Plans and Specifications.

In the event of conflict between the Standard Specifications and these Special Provisions, the latter shall take precedence over and be used in lieu of such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

This project is funded by the Federal Aviation Administration (FAA) and FAA General Provisions and Technical Specifications are included as part of the contract documents. The following is the order of precedence of the Contract Documents:

1. Addendum (if any)
2. Technical Specifications Parts 2 through 11, including Civil and Electrical.
3. Technical Specifications Part 1 - General Provisions.
4. Cited Standards for Materials and Testing.
5. Cited FAA Advisory Circulars.
6. The Plans.
7. The Special Provision.
8. State of California Department of Transportation Standard Specifications, as amended current edition at time of bid.
9. State of California Department of Transportation Standard Plans, as amended current edition at time of bid.
10. The City Standard Plans and Specifications, current edition at time of bid.

Wherever in the Special Provisions, Notice to Contractors, Proposal, Contract or other Contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State - City of Hollister

Department of Transportation - City of Hollister

Director - City of Hollister

Division of Highways - City of Hollister

Engineer - City Engineer

Local Public Agency - City of Hollister

Owner - City of Hollister

SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The Bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions", of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she must observe in the preparations of the Proposal form and the submission of the bid. The City reserves the right to award or withhold award of the project.

In addition to the Subcontractors required to be listed in conformance with the Provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors", of the City of Hollister Standard Specifications, each Proposal shall have listed therein the portion of work that shall be done by each Subcontractor listed. A sheet for listing the Subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph within the Provisions in Section 2 1.07, "Proposal Guaranty", of the City of Hollister Standard Specifications shall be found following the signature page of the Proposal.

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

The Contractor, sub recipient or Subcontractor shall not discriminate on the basis of a person's political or religious affiliation or belief, non-affiliation or non-belief, race, color, age, sex, sexual orientation, disability, marital, military status (past or present), and national origin in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate. Each Subcontract signed by the Bidder shall include this assurance.

2-1.02 FEDERAL LOBBYING RESTRICTIONS (USE THIS SECTION FOR PROJECTS WITH FEDERAL FUNDS OVER $100,000)

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

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

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

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

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

(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal Action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal Action; or

(3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.03 SUBCONTRACTING AND DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to the Provisions in Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The Regulations in their entirety are incorporated herein by this reference.

The Contractor, sub recipient or Subcontractor shall not discriminate on the basis of a person's political or religious affiliation or belief, non-affiliation or non-belief, race, color, age, sex, sexual orientation, and national origin in the performance of this Contract. The Contractor shall carry out applicable requirements of the Provisions in 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate. Each Subcontract signed by the Bidder shall include this assurance.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

A. A DBE shall be a small business concern as defined pursuant to the Provisions in Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;

B. A DBE may participate as a prime Contractor, Subcontractor, joint venture partner with a prime or Subcontractor, vendor of material or supplies, or as a trucking company;

C. A DBE Bidder, not Bidding as a joint venture with a non-DBE, shall be required to document one or a combination of the following:

   1. The Bidder shall meet the goal by performing work with its own forces;

   2. The Bidder shall meet the goal through work performed by DBE Subcontractors, suppliers or trucking companies;

   3. The Bidder, prior to Bidding, made adequate Good Faith Effort for Local Hire to meet the goal.

D. A DBE joint venture partner shall be responsible for specific Contract items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner shall share in the capital contribution, control, management, risks, and profits of the joint venture. The DBE joint venturer shall submit the joint venture agreement with the Proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these Special Provisions;

E. A DBE shall perform a commercially useful function, i.e., shall be responsible for the execution of a distinct element of the work and shall carry out its responsibility by actually performing, managing, and supervising the work;

F. DBE's shall be certified by either the California Department of Transportation, or by a participating agency which certifies in conformance with the Provisions in Title 49, Code of Federal Regulations, Part 26, as of the date of Bid opening. It is the Contractor's responsibility to verify that DBE's are certified. Listings of certified DBE's are available from the following sources:

1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;

2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password;

3. The Department's web site at http://www.dot.ca.gov/hq/bep/index.htm;

G. Credit for materials or supplies purchased from DBE's shall be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies shall count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the Specifications;

2. If the materials or supplies are purchased from a DBE regular dealer, 60% of the cost of the materials or supplies shall count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the Specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (G.2) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or Contract-by-Contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph (G.2);

3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer shall be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies shall be as follows:

1. The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal;

2. The DBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract;

3. The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks its owns, insures, and operates using drivers it employs;

4. The DBE may lease trucks from another DBE firm, including an Engineer-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract;

5. The DBE may also lease trucks from a non-DBE firm, including a City Engineer-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;

6. For the purposes of this paragraph H, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this Contract and may result in termination of the Contract or other appropriate remedy for a breach of this Contract;

J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBE's.

2-1.03A DBE GOAL FOR THIS PROJECT

The City of Hollister has not established a goal for Disadvantaged Business Enterprise (DBE) participation for this project. At this time the City will meet the DBE goal on federally assisted projects through race neutral measures. The City supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own forces.

2-1.03B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "LOCAL AGENCY BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the Bid, the DBE Information form shall be removed from the documents prior to submitting the Bid.

It is the Bidder's responsibility to make enough work available to DBE's and to select those portions of the work or material needs consistent with the available DBE's to meet the goal for DBE participation or

to provide information to establish that, prior to Bidding, the Bidder made adequate Good Faith Efforts for Local Hire to do so.

If DBE information is not submitted with the Bid, the apparent successful Bidder (low Bidder) or the second low Bidder shall submit DBE information to the City of Hollister of Hollister, Engineering Services Department, 420 Hill Street, Hollister, CA, 95023, so the information is received by the City of Hollister no later than 5:00 p.m. on the fifth day, not including Saturdays, Sundays, and legal holidays, following the Bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays, and legal holidays, following the Bid opening shall be accepted even if it is received after the fifth day following the Bid opening. Failure to submit the required DBE information by the time specified shall be grounds for finding the Bid or Proposal nonresponsive. Other Bidders need not submit DBE information unless requested to do so by the City of Hollister.

The Bidder's DBE information shall establish that Good Faith Efforts for Local Hire to meet the DBE goal have been made. To establish Good Faith Efforts for Local Hire, the Bidder shall demonstrate that the goal shall be met or that, prior to Bidding, adequate Good Faith Efforts for Local Hire to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they shall meet the stated DBE goal, their submittal should also include their adequate Good Faith Efforts for Local Hire information along with their DBE goal information to protect their eligibility for award of the Contract in the event the City of Hollister, in its review, finds that the goal has not been met.

The Bidder's DBE information shall include the names, addresses, and phone numbers of DBE firms that shall participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the Contract. A copy of the DBE's quote shall serve as written confirmation that the DBE is participating in the Contract. When 100% of a Contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime Contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE Subcontractors, suppliers, and trucking companies shall count toward the goal.

The information necessary to establish the Bidder's adequate Good Faith Efforts for Local Hire to meet the DBE goal should include:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the Bidder;

B. The names and dates of written notices sent to certified DBEs soliciting Bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBE's were interested;

C. The items of work which the Bidder made available to DBE firms, including, where appropriate, any breaking down of the Contract work items (including those items normally performed by the Bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the Bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms;

D. The names, addresses, and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the Bidder's choice;

E. Efforts made to assist interested DBE's in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the Plans, Specifications, and requirements for the work which was provided to DBE's;

F. Efforts made to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE Subcontractor purchases or leases from the prime Contractor or its affiliate;

G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms;

H. Any additional data to support a demonstration of Good Faith Efforts for Local Hire.

The award of the Contract, if it be awarded, shall be to the lowest responsible Bidder whose Proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the City Engineer, adequate Good Faith Efforts to do so. Meeting the goal for DBE participation or demonstrating to the satisfaction of the City Engineer, adequate Good Faith Efforts for Local Hire to do so is a condition for being eligible for award of Contract.

2-1.03C SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier Subcontractor. The records shall also show the name and business address of every DBE Subcontractor, DBE vendor of materials, and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the City Engineer. The form shall be furnished to the City Engineer within **90 days** from the date of Contract acceptance and $10,000 shall be withheld from payment until the Form CEM-2402 (F) is submitted. The amount shall be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the City Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the City Engineer showing the amount paid by DBE trucking companies to all firms, including City Engineer-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records shall confirm that the amount of credit claimed toward DBE participation conforms with the Provisions in Section 2-1.02.

The Contractor shall also obtain and submit documentation to the City Engineer showing the truck number, City Engineer's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the City Engineer of the truck for all trucks used during that month for which DBE participation shall be claimed. This documentation shall be submitted on Form CEM-2404 (F).

2-1.03D DBE CERTIFICATION STATUS

If a DBE Subcontractor is decertified during the life of the project, the decertified Subcontractor shall notify the Contractor in writing with the date of decertification. If a Subcontractor becomes a certified DBE during the life of the project, the Subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the City Engineer.

Upon completion of the Contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the City Engineer within **90 days** from the date of Contract acceptance.

2-1.03E PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBE's listed by the Contractor in response to the Provisions of these Special Provisions, which are determined by the City of Hollister to be certified DBE's, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written Contract, when such written Contract, based upon the general terms, conditions, Plans and Specifications for the project, or on the terms of such Subcontractor's or supplier's written Bid, is presented by the Contractor;

B. The listed DBE becomes bankrupt or insolvent;

C. The listed DBE fails or refuses to perform the Subcontract or furnish the listed materials;

D. The Contractor stipulated that a bond was a condition of executing a Subcontract and the listed DBE Subcontractor fails or refuses to meet the bond requirements of the Contractor;

E. The work performed by the listed Subcontractor is substantially unsatisfactory and is not in substantial conformance with the Plans and Specifications, or the Subcontractor is substantially delaying or disrupting the progress of the work;

F. It would be in the best interest of the City of Hollister.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the City Engineer.

2-1.03F SUBCONTRACTING

Pursuant to the Provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of Contractors ineligible to perform work as a Subcontractor on a Engineering Services project. This list of debarred Contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

The Provisions in the third paragraph of Section 8-1.01, "Subcontracting", of the State Standard Specifications, that the Contractor shall perform with the Contractor's own organization Contract work amounting to not less than 50% of the original Contract price, is not changed by the Federal-Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" of these Special Provisions that the Contractor perform not less than 30% of the original Contract work with the Contractor's own organization.

Each Subcontract and any lower tier Subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" of these Special Provisions.

This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for Subcontracted work involved shall be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the Contract.

2-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK

The Bidder shall examine carefully the site of work contemplated, the Plans and Specifications, and the Proposal and Contract Forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Proposal, Plans, Specifications and the Contract.

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing at: pearse.melvin@kimley-horn.com . Replies will be issued by Addenda to all parties recorded by City Engineer as having received the bidding documents. **Questions received less than *5 calendar days* prior to the date of the opening of bids will not be answered.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Bidder is cautioned to make such independent investigation and examination as he/she deems necessary to satisfy himself/herself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality and quantity of material available from such property, and the type and extent of processing that may be required in order to produce material conforming to the requirements of these Special Provisions.

Where the City has made investigations of subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the City as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the City Engineer, Development & Engineering Services Department, City of Hollister.

The records of such investigations are not a part of the Contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof and there is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlocked-for developments may not occur, that materials other than, or in proportions different from those indicated may not be encountered. Cross sections and soils investigation report if performed are available at the Development & Engineering Services counter for review.

When a log of test borings or other record of geotechnical data or geotechnical investigation report obtained by the City's investigation of subsurface conditions is included with the Contract Plans or made available on-line, it is expressly understood and agreed that said record does not constitute a part of the Contract, represents only the opinion of the City as to the character of the materials or the conditions encountered by it in its investigations, is included in the Plans only for the convenience of bidders and its use is subject to all of the conditions and limitations set forth in this section.

In some instances, the information from such subsurface investigations considered by the City to be of possible interest to bidders or Contractors has been compiled as "Materials Information" is not a part of the Contract and is furnished solely for the convenience of bidders and Contractors. It is understood and agreed that the fact that the City has compiled the information from such investigations as "Materials Information" and has exhibited or furnished to the bidders or Contractors such "Materials Information" shall not be construed as a warranty or guaranty, express or implied as to the completeness or accuracy of such compilations and the use of such "Materials Information" shall be subject to all of the conditions and limitations set forth in this Section 2-1.01 and Section 6-2 "Local Materials", of the Standard Specifications.

When contour maps were used in the design of the project, the bidders may inspect such maps, and if available may obtain copies for their use, ***at their expense***.

The availability or use of information described within the Provisions in Section 2-1.01 is not to be construed in any way as a waiver of the Provisions of the first paragraph of the State Standard Specification in Section 2-1.01 of these Special Provisions and the Bidder is cautioned to make such independent investigation and examination as he/she deems necessary to satisfy himself/herself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of these Special Provisions.

No information derived from inspection of records of investigation or compilation thereof made by the City of Hollister or from the City Engineer, or his/her assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

2-1.05 DEWATERING

In the event that dewatering of construction site becomes necessary, the Contractor's attention is directed to the provisions in Section 2-1.03, "Examination of Plans, Specifications Contract and Site of Work" of the Standard Specifications and these Special Provisions.

In trench excavation, appropriate dewatering techniques may be utilized if necessary to lower the ground water levels and to stabilize excavation. Methods used shall be such that there is no danger of pumping soil from excavation., or adjacent areas, during dewatering. The water level shall be lowered at least to an elevation one (1) foot below bottom of the pipe invert. This level shall be maintained continuous during construction until after backfilling has been completed up to the original groundwater elevation.

Water pumped during the dewatering operations shall be discharged in accordance with the Clean Water Act (NPDES permit) in a manner such that there is no hazard to the public, the Owner, airport users, aircraft operations, and a minimum of traffic interference.

The dewatering methods used shall be the responsibility of the Contractor, but subject to approval of the City Engineer.

Payment for dewatering, if required, shall be borne by the Contractor and no additional compensation shall be allowed therefore.

SECTION 3
AWARD AND EXECUTION OF CONTRACT

The Contractor's attention is directed to the Provisions in Section 3, "Award and Execution of Contract", of the City of Hollister Standard Specifications and Section 2 the "Proposal Requirements and Conditions", of these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

The award of the Contract, if it be awarded, shall be to the lowest responsible Bidder whose Proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the City of Hollister, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating to the satisfaction of the City of Hollister, adequate good faith efforts to do so is a condition for being eligible for award of Contract.

Certificates of Insurance shall be furnished by the Contractor and shall be returned with the signed Contract and Contract bonds within ***15 calendar days*** after receipt. The Notice to Proceed with the work **shall not** be issued by the City Clerk's office until all such documents are submitted.

The Contractor shall have ***15 calendar days*** immediately following award of Contract (not notice to proceed) to furnish materials submittals.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Contractor in regards to the work covered by the Proposal. To this end each Proposal shall be supported by the "Bidder's Statement of Financial Responsibility, Technical Ability, and Experience" on the form(s) found herein. Failure of the Bidder to provide requested information in a complete and accurate manner shall be considered non-responsive resulting in rejection of the Bid. Additionally, the City of Hollister reserves the right to disqualify or refuse to consider a Proposal if a Bidder is in default for any of the following reasons:

a) Lack of competency and adequate machinery, plant and other equipment, as revealed by the documents requested;

b) Uncompleted work, which in the judgment of the City Engineer, might hinder or prevent the prompt completion of additional work if awarded;

c) Failure to comply with any regulation of the City of Hollister; and

d) Default under previous Contracts.

If awarded, this Contract shall be awarded to the responsible Bidder submitting the lowest Bid who meets the financial, technical, and City of Hollister Local Hiring requirements. The City of Hollister reserves the right to withhold award of Bid for **120 calendar days** from the Bid opening date.

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

The Contractor's attention is directed to the Provisions of Section 8, "Prosecution and Progress", Section 8-1.03, "Beginning of Work", Section 8-1.06, "Time Completion", of the City of Hollister Standard Specifications and also Section 8-1.07, "Liquidated Damages", of the State Standard Specifications and the following Provisions:

The Contractor shall so plan the work and to prosecute it with such diligence that said work shall be commenced within ***15 calendar days*** after execution of the Contract on behalf of the City Council and the receipt of a notice from the City Engineer to proceed with the work and shall be completed on or before the expiration of: **sixty seven (67) calendar days** for the Base Bid, after date of said notification. If Additive Alternative No. 2 is awarded, an additional **fifteen (15) calendar days** shall be added to the contract

time. No additional contract time will be given if Additive Alternative No. 1 is awarded. The work shall be scheduled so that no construction activities will be permitted after the project completion date.

The Contractor shall pay to the City of Hollister the sum of **$2,000.00 per day** for each and every calendar days delay in finishing the work in excess of the time of completion prescribed above.

Before work may begin, a pre-construction conference shall be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, Contract Plans, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major Subcontractors.

The first paragraph within the Provisions in Section 8-1.03 of the State Standard Specifications is amended by adding the following:

> The Contractor shall notify the City Engineer, in writing, of his/her intent to begin work at least ***5 calendar days*** in advance before work is begun for this project. The notice shall be delivered to the office of the City Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

The first indented paragraph of the third paragraph within the Provisions in Section 8-1.03 is amended to read:

> Notice in writing of the Contractor's intention to start work prior to approval, specifying the date on which he/she intends to start, shall be given to the City Engineer at least ***5 calendar days*** in advance.

The Contractor shall immediately comply with written order of the City Engineer to suspend work wholly or in part in accordance with the Provisions in Section 8-1.05 of the State Standard Specifications and these Special Provisions.

4-1.01 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime Contractor or Subcontractor shall pay any Subcontractor not later than ***10 calendar days*** of receipt of each progress payment in accordance with the Provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to Subcontractors. The ***10 calendar days*** is applicable unless a longer period is agreed to in writing between the Contractor and the City Engineer. Any delay or postponement of payment over ***30 calendar days*** may take place only for good cause and with the City Engineer prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or Subcontractor to the penalties, sanction, and other remedies of that Section. Federal law (49CFR26.29) require than any delay or postponement of payment over ***30 calendar day*** of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. This Provision applies to both Contractors and Subcontractors.

4-1.02 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The City of Hollister shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of Hollister, of the Contract work, and pay retainage to the prime Contractor based on these acceptances and Section 10-1.12 Partial Payments and Retention. The prime Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within ***30 calendar days*** after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City of Hollister. Federal law (49CFR26.29) requires that any delay or postponement of payment over ***30 calendar days*** may

take place only for good cause and with the City Engineer prior written approval. Any violation of this provision shall subject the violating prime Contractor or Subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. This provision applies to both DBE and non-DBE prime Contractors and Subcontractors.

SECTION 5
GENERAL

SECTION 5-1 MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations and the City's Federal Mandated Disadvantage Business Enterprise (DBE) Program.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in the Provisions in Section 7 1.01A(4), "Labor Nondiscrimination", of the City of Hollister Standard Specifications, which is applicable to all nonexempt State Contracts and Subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction Contracts and Subcontracts of **$5,000 or more**.

Furthermore, the prime contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient (i.e. the City of Hollister) deems appropriate.

5-1.02 WAGE DETERMINATION

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of the said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are available on the website address http://www.dir.ca.gov/dlsr/. They shall apply to the Construction Contract and all Subcontractors thereunder.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in these Specifications. Addenda to modify the Federal minimum wage rates, if necessary, shall be issued to holders of these Specifications. Future effective general prevailing wage rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and Subcontractors shall pay not less than the higher wage rate.

The City of Hollister shall not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classifications not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and Subcontractors, the Contractor and Subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled General Prevailing Wage Rates refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the like of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

Reference second paragraph on page 45 of Standard Specifications... Delete 6th sentence found on bottom of page; The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording and substitute the following sentences:

The "Statement of Compliance" and "Payroll Report" shall be on forms furnished by the City. Reduces copies of the “Statement of Compliance” and “Payroll Report” forms are attached in Part “D” of these Specifications. **No other forms shall be accepted.**

The U.S. Department of Transportation (DOT) provides a toll-free “hotline” service to report Bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible Bid rigging, Bidder collusion, or other fraudulent activities should use the “hotline” to report these activities. The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction Contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information shall be treated confidentially and caller anonymity shall be respected.

5-1.03 SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

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

5-1.04 WORK TO BE DONE BY OTHERS

Miscellaneous items of work not included under the various Proposal items and as shown on the Plans, "N.I.C." and/or "By Others", will be done by others and are not a part of this Contract.

No additional compensation will be afforded for scheduling or rescheduling of work to allow for the work by others. And no time extension will be granted if the Contractor's overall progress is impeded by the work of others.

Work to be done by others may include, but is not limited to the following:

1. To be advised during the mandatory pre-bid conference.

5-1.05 DISCREPANCIES

Should the Contractor at any time discover any discrepancy or mistake in a drawing or Specification, any variation between dimension on drawings and measurements at site, or any lack of dimensions or other information, he/she shall report at once to the Engineer for correction and shall not proceed with work affected thereby until such correction has been made.

5-1.06 PERMITS AND LICENSES

Attention is directed to Section 7-1.04, Permits and Licenses, of the State Standard Specifications and these Special Provisions.

The Contractor and approved subcontractor shall obtain all necessary licenses (a valid City of Hollister business license), permits and City of Hollister Transportation permit if necessary, (including State Permit), prior to beginning of construction.

Should the permit require **specialty testing** in addition to the implementation of the Contractor's Quality Control Program as identified in the General Provisions, the Contractor shall, at his/her own expense, provide a certified laboratory that will submit written test results and reports to the City Engineer for review and approval. Payment for specialty testing and surveying including results and reports shall be included in the Contract unit price paid for various items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

The Contractor shall abide by the conditions of the Caltrans encroachment permit and the State Division of Mines Permit on file with the City Engineer (if applicable)

The City of Hollister will provide the appropriate Quality Assurance (QA) material testing for this project, if applicable.

The Contractor shall comply with all requirements of the Division of Industrial Safety, and the Department of Industrial Relations.

A "no fee" building permit may be issued. The Contractor shall obtain the permit form Development and Permit Services, a division of Engineering and Transportation Department, prior to construction.

The City will not provide the construction staking for this project, it is the Contractor's responsibility to provide all construction staking and to verify the existing control points prior to construction activities.

5-1.07 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS FOR ASPHALT CONCRETE

There shall be no compensation adjustments for paving asphalt price fluctuations for asphalt concrete for this project.

5-1.08 INCREASE OR DECREASE QUANTITY

Delete Section 4-1.03B of the Standard Specifications in its entirety. **The City reserves the right to increase or decrease the quantity specified in the Proposal, as deemed necessary, in accordance with the Technical**

Specifications Part I-General Provisions, and to eliminate any item or work without the adjustment of Contract Unit Prices.

5-1.09 ITEMS NOT LISTED

Items of labor and materials which are not specifically listed in the Proposal and these Special Provisions as pay items, but which are shown and/or mentioned on the Plans or are required to be done to complete the overall project, shall be considered included in other pay items, and no additional compensation will be allowed therefore.

5-1.10 LEGAL RELATIONS AND RESPONSIBILITIES AND MAINTAINING TRAFFIC

The Contractor's attention is directed to Section 7 of the Standard Specifications.

The Contractor's attention is directed to the Provisions in Section 7-1.01G, "Water Pollution", of the City of Hollister Standard Specifications. The Contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) in accordance with NPDES requirements for review and approval by the City Engineer. The Contractor shall be responsible for providing a Qualified SWPPP Developer (QSD); the QSD shall be responsible for developing the SWPPP in accordance with General Permit. The Contractor shall be responsible for obtaining General Permit coverage and for all permit and associated fees. The Contractor shall file all Permit Registration Documents (PRDs) required by the General Permit. The Contractor shall be responsible for providing a Qualified SWPPP Practitioner (QSP); the OSP shall be responsible for overseeing the implementation and inspection of the BMP's. The Contractor shall provide and designate a Data Submitter who will be responsible for posting and editing forms on the State Water Board's Stormwater Multi-Application & Report Tracking (SMART) system website

The Contractor shall comply with the requirements of CAL-OSHA, the applicable provisions of local, state, and federal regulations governing the project work.

For Traffic Maintenance, the Contractor's attention is directed to Section 7-1.08, "Public Convenience" and 7-1.09, "Flagging Costs", of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.09. Contractor shall provide delineators for traffic safety:

A. Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not expected to be taken, the City may, after reasonable attempts to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor of his/her surety from liability.

B. The Contractor shall notify the Police, Fire, Traffic, Engineering Department of jurisdictional agencies involved, affected property owners and businesses, and news media (radio, TV, newspaper) at least ***48 hours*** in advance of any work that will delay traffic. The Contractor shall cooperate with local authorities relative to handling traffic though the area and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles.

   The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. He/she shall exercise special caution against dangerous conditions and shall provide, install and maintain temporary barricades and fencing as may be necessary to protect the public. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract. During construction and within the area of work barricades, signs, lights, flashers and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic. During any day between 9:00 a.m. and 3:30 p.m., the Contractor may

limit traffic to one lane in each direction with approved traffic control measures, unless otherwise directed by the City Engineer.

During construction and within the area of work barricades, signs, lights, flashers and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic. Unless otherwise directed by the City Engineer, the Contractor shall maintain pedestrian and two-way vehicular traffic on the streets at all times. **Closing of any streets will not be allowed.** Traffic safety devices shall be in good repair at all times. Traffic safety devices in need of repair or paint shall be removed immediately from the project on order of the Project Inspector. Upon completion of work, the Contractor shall promptly remove all signs and warning devices.

C. The Contractor's special attention is directed to Section 10 of the Standard Specifications regarding dust control requirements. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary during all phases of construction including weekends, holidays and any other times as necessary. No mud or cement slurry resulting from saw cutting is to be washed into catch basins. Cleanup expenses to the City at job site due to the Contractor's failure to comply with the provisions in the Standard Specifications and these Special Provisions will be charged to the Contractor. The use of water which may result in mud on public streets will not be permitted as substitute for sweeping or other materials. Payment for dust control shall be considered as included in the various pay items and no additional compensation shall be allowed therefore.

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

Whenever vehicles or equipment are parked within six feet of a traffic lane, the shoulder area shall be closed with florescent traffic cones or portable delineators place on a taper in advance of the parked vehicles or equipment and along the roadway at 25-foot intervals to a point not less than 25 feet past the last vehicles or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be place where as directed by the City Engineer.

All traffic cones used on the project shall conform to the requirements for fluorescent traffic cones in said Section 7-1.092. The top of fluorescent traffic cones used in the work during the hours of darkness as defined in Division 1, Section 280, of the California Vehicle Code, shall be covered by a 7-inch flexible vinyl reflective cone sleeve. The provisions in Section 7-1.095, "Flagging Costs", of the Standard Specifications are amended to provide that the entire cost of furnishing all flagmen will be borne by the Contractor.

E. Where work is to be performed on private properties (removal and construction of walks, driveway, etc.), the City Engineer will obtain written permission for right-of-entry from the respective owner prior to performing the work. No work shall be commenced by the Contractor until such permission has been granted and until notified by the City Engineer. The Contractor shall be responsible for any and all property damage and public liability resulting from his/her operation on said private properties.

F. Unless otherwise directed by the City Engineer, the Contractor shall at all times maintain vehicular and pedestrian access to all properties fronting City streets. The Resident City Engineer shall determine if temporary driveways will be necessary within the limits of work during construction. Traffic shall be maintained on one-half of the street at all times. The Contractor's special attention is directed to Section 10 of the Standard Specifications regarding dust control requirements. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary during all phases of construction including weekends, holidays and any other times as necessary. Cleanup expenses to the City at various job sites due to the Contractor's failure to comply with the provisions in the Standard Specifications and these Special Provisions will be charged to the Contractor. The use of water which may result in mud on public streets will not be permitted as substitute for sweeping or other

materials. Payment for dust control shall be considered as included in the various pay items and no additional compensation shall be allowed therefore.

G. The Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvements and plantings. The Contractor shall be responsible for any damage resulting from his/her operations and shall repair or replace such damage at his/her own expense. No trucks or vehicles of any kind shall be allowed to pass over area unless adequate protection is provided. Unless designated otherwise, all existing improvements shall be repaired or replaced, in kind, at the Contractors expense.

   Temporary ramps, backfill, or covers for incomplete trenching/backfill operations shall also be furnished by the Contractor at the end of each day's work for the protection of vehicular and pedestrian traffic.

   The Contractor shall be responsible for any damage to the work which occurs before final acceptance. He/she is to securely cover all openings into the systems and protect all apparatus, equipment or appliance, both before and after being set in place, to prevent obstructions in the pipes and breakage, misuse or disfigurement of the apparatus, equipment or appliance. Contractor shall be responsible for damage to all existing utilities, whether or not they are indicated on the drawings.

H. Contractor shall provide delineators for traffic safety until such time as all cat tracking has been performed. Cat tracking shall be completed within 8 hours of completed paving/resurfacing at the respective location, and shall be maintained in a legible and traffic safety manner by the Contractor until final striping or pavement markings are in place.

I. Payment - The cost of furnishing all flagmen and police officers, and maintaining traffic as described herein and under the provisions in Section 7-1.08, "Public Convenience"," 7-1.09, "Public Safety," and Section 12-2.02, "Flagging Costs", and for complying with the provisions of these Special Provisions shall be included in the various items of work listed in the proposal, and no additional compensation shall be allowed therefore.

5-1.11 INSPECTIONS AND CONTROL OF WORK

In all cases where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the City Engineer, the Contractor shall notify the City Engineer at least 48 hours in advance of the time such inspection and/or direction is required.

The Contractor's attention is directed to Section 5-1.08 of the Standard Specifications. In addition to the requirements of said section, the Contractor's representative shall notify the Engineer daily of the following day's proposed work schedule in order to plan for appropriate inspections. The Contractor's Representative shall also submit a Daily Report of the day's construction activity for review and approval. The daily report shall contain the name of all personnel and equipment, including all subcontractors, at work that day.

All work and materials shall be subject to inspection at all times by representatives of the City engineer.

Contractor shall verify all measurements at site, and shall be responsible for correctness of same. No extra compensation will be allowed because of difference between work shown on drawings and measurement at site.

If City Engineer's inspector finds that materials and/or equipment do not conform with these Specifications, the Contractor shall, within ***three (3) days*** after being notified by the City Engineer, remove said material from premises; if said material has been installed, entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.

Payment for submitting the Contractor's daily report and notification of the next day work schedule under this section shall be considered included in the various contract prices, and no additional compensation shall be allowed therefor.

5-1.12 CLOSING OF UNINSPECTED WORK

Contractor shall not allow nor cause any of his work to be covered or enclosed until it has been inspected and approved by the City Engineer. Should any of his work be enclosed or covered before such inspection and approval he shall uncover the work at his own expense and after inspection make all repairs necessary to restore his work to its original condition. Cost of uncovering and making repairs where non-inspected work has been closed in shall be borne by the Contractor.

5-1.13 COORDINATION AND COOPERATION

The Contractor shall be required to cooperate and work harmoniously with Utility Companies, affected property owners and tenants, other Contractors, and the City of Hollister during the execution of this Contract; coordinating all activities to prevent unnecessary conflicts, delays, and disruptions to the progress of the project.

Prior to any work, the Contractor shall submit a schedule for his/her work reflecting coordination with other Contractors, if any, and utility companies. All work shall be coordinated to minimize delays to the overall progress of the work.

The construction progress schedule under Section 8-1.04 of the Standard Specifications is required of this Contract and such schedule shall show the coordination between the Contractor and utility companies to minimize delays to the overall progress of the work.

5-1.14 OPEN AND/OR TRENCH EXCAVATIONS DEEPER THAN FOUR FEET BELOW THE SURFACE

The Contractor shall promptly and before the following conditions are disturbed, notify the City Engineer 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, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the 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.

Should the conditions materially differ or do involve hazardous waste, any additional work will be at Section 4-1.03D "Extra Work" of the Standard Specifications.

Your attention is directed to Section 9-1.10 "Arbitration", of the Standard Specifications. In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

5-1.15 GRAFFITI

The Contractor shall remove **all graffiti** from any equipment and/or structures (any type), new or existing within the limits of project within ***24 hours*** daily throughout the contract. The contractor **shall not** bring any equipment to the project site with graffiti on it.

Payment for graffiti, if required, shall be borne by the Contractor and no additional compensation shall be allowed therefore.

5-1.16 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165), the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the 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 other coating that protects or enhances the value of 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 State Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the Specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor shall furnish the City Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.17 BID PROTESTS

Bid protests are limited to "Bidders" as defined in the Contract Documents. Any Bid protest must be submitted in writing to The City Clerk before 3 o'clock p.m. (time as determined by the City Clerk's Office) of the fourth (4th) business day following Bid opening.

(a) The initial protest document must contain the completed Engineering Services Bid Protect form incorporating a complete statement of the basis for the protest.

(b) The protest must refer to the specific portion of the document that forms the basis for the protest.

(c) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

(d) The City Engineer and City Manager shall review the bid protest and shall issue their determination within a reasonable amount of time prior to bid award. The City Manager has the authority to issue a final determination on all bid protests. The City shall not be required to hold an administrative hearing to consider any protest.

(e) The protestor shall also submit a non-refundable fee of $5,000.00 per protest via certified check made payable to the City of Hollister to reimburse its costs in reviewing and investigating the bid protest. Any protest submitted without the fee shall be returned without further action by the City.

(f) The procedure and time limits set forth in this section are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim

or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

SECTION 6
SAFETY AND HEALTH

6-1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

The Contractor certifies that he is experienced and qualified to anticipate and meet the safety and health requirements of this Project. For informational purposes only the Contractor shall submit to the City a copy of his Injury and Illness Prevention Program. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. This requirement will apply continuously ***24 hours a day*** every day until final acceptance of the Work and shall not be limited to normal working hours. The duties of the City, Engineer and Inspector do not include review of the adequacy of the Contractor's safety measures in, on, or about the site and vicinity.

A. Safety Officer: The Contractor shall designate a fully trained and responsible member of his organization at the site whose duty shall be prevention of hazards and accidents and who shall have the authority to direct work for the Contractor.

B. Safety Supervisor: The Contractor shall designate Safety Supervisors for each work site. One Safety Supervisor may be the Safety Officer. The other Safety Supervisors shall work for the Safety Officer. Each shall be fully trained for the type of work being performed and shall have authority to direct the Contractor's work.

6-1.02 SAFETY MEASURES

The Contractor shall comply with all laws, ordinances, codes, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall maintain copies of all documents mentioned or referenced in this Section readily available at the site until the work is completed. In the event the Contractor fails to observe any of the necessary safety provisions, the Owner may stop the work and direct the Contractor to comply with the applicable provisions, or may order the necessary work to be done by others. All impacts, both monetary and time-related, associated with stoppage of the work in order to comply with the City's directives pertaining to safety requirements, and all costs of having the necessary work done by others shall be borne by the Contractor.

6-1.03 CONFINED SPACE SAFETY

Work performed in or about wastewater (sewage) facilities, including but not limited to manholes, pipes, tanks, basins, and structures, carries with it the high potential for exposure of workers and other persons to hazardous conditions. The Contractor is required to be especially alert to these conditions. These conditions may include, but are not be limited to, exposure to hydrogen sulfide, carbon dioxide, methane, carbon monoxide and other gases; exposure to atmospheres containing insufficient oxygen to support human life; exposure to wastewater (sewage) which may contain bacteriological, chemical, and other constituents harmful to humans; working in conditions where engulfment or entrapment of personnel may occur (such as in trench excavation); and working in structures with uneven or slippery surfaces and with difficult and limited access. Many of these environments are classified as "confined spaces" in the Federal National Institute of Occupational Safety and Health (NIOSH) regulations and/or the State of California's General Industrial Safety Orders. The Contractor shall be fully familiar with, and shall strictly adhere to and comply with, the applicable sections of these documents pertaining to confined spaces. In the event of a conflict between applicable requirements, the more restrictive shall apply. Solely as an aid to the Contractor, and without assuming any liability for their completeness or for determining

if they are the regulations that are currently in effect, the Owner has included excerpts form the State of California General Industry Safety Orders which the City believe are applicable to the Works. These excerpts consist of State of California, Administrative Code, Title 8, General Industry Safety Orders, Articles 107 and 108 are found at the end of these Specifications (provided by the Owner).

6-1.04 PERSONAL HYGIENE

Persons involved in the work may be exposed to disease-producing organisms in wastewater (sewage). The Contractor shall require his/her personnel to observe proper hygienic precautions, including washing of hands and other exposed portions of the body with disinfecting soap and water before eating or smoking. Contractor shall provide Port-a-Potty for all workers at his/her expense.

6-1.05 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall conduct his/her work so as to insure the least possible obstruction to traffic and inconvenience to the general public in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City Engineer and the proper governmental authority. Fire hydrants on or adjacent to the work shall be accessible to fire-fighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

6-1.06 WARNINGS AND BARRICADES

The Contractor shall provide and maintain barricades, guards, temporary bridges and walkways, watchmen, night lights and danger signals illuminated from sunset to sunrise, and all other necessary appliances and safeguards to protect the Work, life, property, the public, excavations, equipment and materials. Barricades for use outside the AOA shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be placed and illuminated at night as to show in advance where construction, barricades, or detours exist. Guard rails shall be provided for bridges or walkways over or adjoining excavations, shafts and other openings and locations where injury may occur. Barricades for use within the AOA shall be as specified on the Plans.

6-1.07 FIRE PREVENTION

A. Fire Extinguishers and Hoses: The Contractor shall furnish and maintain fully charged fire extinguishers of the appropriate type, supplemented with temporary fire hoses wherever an adequate water supply exists, at the places where burning, welding or other operations that may cause a fire are being performed.

B. Flammable, Hazardous, or Toxic Materials: Solvents, gasoline, and other hazardous materials may be in the wastewater (sewage), and therefore, the work site may be hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall take measures to insure his personnel observe proper safety precautions when working in these areas. Only a working supply of flammable, hazardous or toxic materials shall be permitted in or on any of the permanent structures and improvements, and shall be removed there from at the end of each day's operations. The Contractor shall store flammable, hazardous or toxic materials and waste separate from the Work and stored materials for the Works in a manner that prevents spontaneous combustion or dispersion, and none shall be placed in any sewer or drain piping nor buried on the City's or other property. The Contractor shall maintain a current and up-to-date copy of all laws, ordinances, codes, rules, regulations and lawful orders of any regulatory authority having jurisdiction of control over flammable, hazardous or toxic materials and, at his/her expense, shall comply with said laws, ordinances, codes, rules, regulations and lawful orders.

6-1.08 SAFETY HELMETS, CLOTHING AND EQUIPMENT

The Contractor shall not permit any person for whom he/she is responsible or liable to enter or remain on the site of the Work unless the person is equipped with and wearing a safety helmet and other protective clothing and safety equipment as required and shall discharge from the site all persons not so equipped. The Contractor shall post conspicuous signs at the appropriate locations warning the public and persons engaged upon the Work of this requirement.

6-1.09 HAZARDOUS AREAS

The Contractor shall not permit or allow any person or persons to enter any pipe or space containing hazardous or noxious substances or gases, or where there is an insufficient amount of oxygen to sustain life and consciousness, or any other hazardous area unless equipped with lawful and appropriate safety equipment and life supporting apparatus, and unless those entering are continually monitored and guarded by and in communication with other persons outside the space or area who are equipped in the same way, can give an alarm to others for assistance, and initiate immediate rescue operations in the event of mishap.

6-1.10 EMERGENCIES

A. Work During an Emergency**:** The Contractor shall perform any and all operations and shall furnish any materials and equipment necessary during an emergency endangering life or, property and, in all cases, shall notify the City Engineer of the emergency as soon as practicable, but shall not wait for instruction before proceeding to properly protect both life and property. Any additional compensation or extension of Contract Time by the Contractor on account of an emergency shall be applied for to the City.

B. Representatives for Emergencies: The Contractor shall file with the Owner a written list giving names, addresses, and telephone numbers of at least two of his/her representatives who can be contacted at any time in case of emergency. The representatives shall be fully authorized and equipped to correct unsafe or inconvenient conditions on short notice. The Contractor shall promptly notify the Owner of all changes in the listing.

6-1.11 SUBMITTALS

Prior to receiving Notice to Proceed, the Contractor shall submit to the City Engineer the following:

1) SWPPP, including the Waste Discharger Identification (WDID) number;
2) Safety Plan Compliance Document (SPCD);
3) a copy of his/her Injury and Illness Prevention Program Manual;
4) a list of safety equipment he/she will maintain on site;
5) the name of his/her Safety Officer and Safety Supervisor(s) who will be responsible for maintaining safety at each work site; and
6) a description of any job-specific measures he/she will be using which are not contained in his/her manual.

The City shall not review these materials, but shall maintain these materials for record purposes.

6-1.12 IMPLEMENTATION

It is the Contractor's responsibility to follow his/her own safety program and provide one or more designated Safety Supervisor(s) at each work site.

6-1.13 PAYMENT

No separate payment will be made for maintaining safety and health and it shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

SECTION 7
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SECTION 8
MATERIALS

SECTION 8-1 MISCELLANEOUS

8-1.01 GENERAL

Attention is directed to the Provisions in Section 6, "Control of Materials", of the State Standard Specifications and these Special Provisions.

All materials required to complete the work under this Contract shall be furnished by the Contractor except when otherwise specified herein. **Contractor shall provide a schedule of value for all lump sum items of work as listed in the Proposal. The schedule of values shall be used for any addition and/or deletion to that particular item of work.**

8-1.02 RELATIVE COMPACTION/MATERIAL TESTING

Wherever relative compaction is specified to be determined by Test Method No. Calif. 216 or Test Method No. Calif. 312, the relative compaction shall be determined by Test Method No. 231 in accordance within the Provisions in Section 6-3 of the State Standard Specifications. All tests and frequency of tests shall be in accordance with the Technical Specifications, the Standard Specifications and the Caltrans Construction Manual. Your attention is directed to the Provisions in Section 5-1.06, **"PERMITS AND LICENSE"**, concerning special testing. Any necessary materials and/or special testing including testing results and reports will be the Contractor sole responsibility, no additional measurement or compensation will be provided for said materials and testing it shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

8-1.03 SUBSTITUTIONS

Reference in these Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number is to be interpreted only as establishing a standard of quality, and not to be construed as limiting competition. In such cases, the Contractor may, at his/her option, use any article, device, product, material, fixture, form, or type of construction equal to that specified. The City Engineer is the final judge of acceptability of proposed substitute and the Contractor proposing substitution shall furnish, at his/her expense, any data, samples, test, etc., as required by the City Engineer to determine quality of the proposed substitutions.

In addition, all proposed substitutions **shall** be:

1. Submitted within ***35 calendar days*** following award of the Contract as approved by City Council;

2. Proven to the City Engineer to be equal or superior to the specified item in all respects; and
3. Accompanied by shop drawings and/or complete descriptive information.

All dimensional or functional changes, or changes to other work which is required by, or are a result of, an acceptable substitution shall be the sole and complete responsibility of the Contractor and shall be made at no additional cost to the City of Hollister.

The Contractor shall make no substitutions of materials or equipment without written approval of the City Engineer.

SECTION 9
DESCRIPTION OF PROJECT

The work, in general, shall include furnishing of all labor, materials, tools, equipment and incidentals required for construction in accordance with the plans and these specification for the work herein, for the Taxiway B Realignment, and is more fully described as follows:

In general, the work includes but is not limited to:

Base Bid – full depth reconstruction of a portion of Runway 13-31
Additive Alternative No. 1 – the crack removal and pavement repair in Taxiway A
Additive Alternative No. 2 – pavement rehabilitation of the taxiway preceding Runway 13-31

Such other items or details not mentioned above, but that are required by the Plans, Standard Specifications, or these Special Provisions shall be performed, placed, constructed, and/or installed for a complete project. Payment shall be included in the various items of work and no additional compensation shall be made.

Except for authorized changes in the work, payment for said complete-in-place finished work or improvement will be made only on the basis of the Contract item of work listed in the Proposal. All other work, including the furnishing of labor, materials, tools, equipment and incidentals, provided for in these Specifications and Contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be an obligation of the Contractor and payment therefore shall be considered included in the price paid for the various items of work listed in the Proposal and no additional compensation shall be made.

SECTION 10
CONSTRUCTION DETAILS

SECTION 10-1 GENERAL

10-1.01 ORDER OF WORK

Order of work shall conform to the Provisions in Section 5-1.05 "Order of Work", of the State Standard Specifications and these Special Provisions.

All work under this project shall be scheduled, coordinated and executed as necessary to permit construction to be completed within the constraints of the project. All work shall be scheduled so that no construction activities will be permitted after the project completion date. The Contractor shall coordinate and schedule their operations to minimize airport operations disruptions or delays.

All operations shall be coordinated to eliminate any possibility of damage, or unnecessary removal, replacements and/or modifications to existing facilities or to facilities constructed under this Project.

10-1.02 FINAL INSPECTION AND CLEANUP

At the completion of the work, a final inspection will be made by the City's Engineer. The Contractor will be responsible for final cleanup of the project area in accordance of the Provisions with Section 4-1.02 of the State Standard Specifications.

10-1.03 WORKMANSHIP

All work performed under this Contract shall be of the highest quality of the trade and the Contractor shall employ only workers who are skilled and thoroughly familiar with the type of improvements proposed.

10-1.04 PROGRESS SCHEDULE

A progress schedule shall be prepared by the Contractor for this Contract and shall conform to the provisions in Section 8-1.04 "Progress Schedule" of the State Standard Specifications and shall be delivered to the City Engineer prior to the pre-construction meeting. **No work shall begin until the Progress Schedule has been approved by the City Engineer.**

Such progress schedule (as identified in Section 100-04 of the General Provisions) shall show coordination of major portions of the work including utility relocations/adjustments and other related work by others.

The Contractor shall schedule operations in cooperation with the Airport, and other Contractors and the utility companies to avoid unnecessary conflicts, delays, and disruptions to the progress of this project.

10-1.05 OBSTRUCTIONS

Attention is directed to Section 8-1.10, “Utility and Non-Highway Facilities”, and Section 15, Existing Highway Facilities, of the State Standard Specifications and these Special Provisions.

The fifth through eighth paragraphs in Section 8-1.10, "Utility and Non-Highway Facilities", of the State Standard Specifications are amended to read:

> If the Contractor cannot locate an underground facility whose presence is indicated on the plans or in the special provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will not be paid for as extra work.
>
> If the Contractor discovers underground main or trunk lines not indicated on the plans or in the special provisions, the Contractor shall immediately give the Engineer, the Airport, and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will not be paid for as extra work. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines, the cost of the repair work will not be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
>
> Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the plans and specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Section 4-1.03D.

When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the improvements, and that work will not be paid for as extra work.

The tenth and eleventh paragraphs in Section 8-1.10, "Utility and Non-Highway Facilities", of the State Standard Specifications are amended to read:

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the plans or in the special provisions or were located in a position substantially different from that indicated on the plans or in the special provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will not be considered right of way delays within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will not be determined in conformance with the provisions in Section 8-1.09.

Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being rearranged as provided in this Section 8-1.10, due to a strike or labor dispute, will not entitle the Contractor to an extension of time as provided in Section 8-1.07, "Liquidated Damages." The Contractor shall be entitled to no compensation for that delay.

10-1.06 COST AND EXPENSE OF UTILITY DETERMINATION

The Contractor shall provide a Utility Locate Company and coordinate with the Airport, the FAA, and utility companies to locate and mark all utility mains, services, and service laterals including utility depths, within the project area. Contractor shall make full determination of all underground utilities in order to prevent damage or disruption to the existing services during construction. The Contractor shall contact the Regional Notification Center (USA) at least ***48 hours*** before starting any excavation. The toll free number to call is: **811, 1-800-227-2600 or 1-800-642-2444.**

The Contractor is hereby notified that some utility conflicts may exist at the start of construction. The Contractor shall be prepared to schedule his/her work around these conflicts. The utility companies where applicable, have been advised to work in close cooperation with the Contractor. The Contractor shall not be granted time extensions for utility delays and no extra payment will be made for utility delays.

The utilities shown on the Plans are for reference only and are based on Airport and utility company records. Known conflicts have been investigated and approximate cover indicated on Plans, if any. The Contractor shall prosecute the work exercising reasonable care not to damage any such facilities. **If the Contractor, while performing the work, discovers facilities not identified on the Plans, he/she shall immediately notify the utility company and the City's Engineer in writing within *72 hours*.**

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions to be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas pipelines; underground telephone, cable TV and electric supply system conductors or cables either directly buried or in duct or conduit, FAA underground communications and Navigational Aid facilities, and Airport underground electrical and communication facilities. The Contractor shall notify the City Engineer at least ***24 hours*** prior to performing any work in the vicinity of such facilities.

Repair of pipes due to accidental or convenience removals (including equipment conflicts) shall be at the expense of the Contractor and no additional compensation will be allowed.

Payment for providing a Utility Locate Company and coordinating with the Airport, the FAA, and utility companies to locate and mark all utility mains, services, and service laterals including utility depths, with-

in the project area, shall be as included in the price paid for all items listed in the Proposal and no additional compensation will be made.

10-1.07 UNDERGROUND OBSTRUCTIONS

Other than utility work identified on the Plans, the removal and relocation of all underground obstructions, including but not limited to sprinkler systems, water mains or electrical conduits shall also be the responsibility of the Contractor and no additional compensation will be allowed therefor.

Repair of pipes, electrical conduits and other appurtenances due to accidental or convenience removals shall be at the sole expense of the Contractor.

10-1.08 EXAMINATION OF SITE

Before submitting a Bid, each Bidder shall carefully examine the Plans and Specifications relating hereto. He/she shall also visit the site of the proposed work and shall fully inform himself/herself as to all the existing conditions relating to the construction and related labor so that he/she may fully understand the facilities, difficulties, restrictions attendant on the execution of the work, limitations applying to the work, and he/she shall estimate and include in his/her Bid a sum sufficient to cover the cost of all items which are required to attain the completed conditions contemplated in the project.

10-1.09 SUBMITTALS/DRAWINGS OF RECORD/CRITERIA FOR FURNISHING PLANS AND SPECIFICATIONS TO CONTRACTOR

The Contractor shall review, stamp, and sign with his/her approval and submit, with promptness and in orderly sequence so as to cause no delay in the work or in the work of any Contractor, all shop drawings and samples required by the Contract Documents or subsequently by the City Engineer as covered by modifications. Shop drawings and samples shall be properly identified as specified, or as the City Engineer may require. At the time of submission, the Contractor shall especially inform the City Engineer in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents (the mere inclusion of the information is not sufficient notice).

Shop drawings, including manufacturer's literature, catalog cuts, or other printed material shall be entitled with the name of the product on each sheet and shall otherwise be identified by listing the particular Division, Section Article or reference of the work pertaining thereto. Differing items shall not be submitted on the same sheet.

For all shop drawings, submit one reproducible copy with one print of each drawing, rolled in a mailing tube and fully protected for shipment. Provide a clear space of sufficient size for stamping and comments on each shop drawing. For the purpose of these Specifications, a reproducible copy shall mean the original tracing or a legible copy on vellum or mylar.

The City Engineer shall annotate and stamp the reproducible and shall forward same to the Contractor’s printer, who shall make and return three prints plus the original tracing to the City Engineer. Additional prints required by the Contractor shall be forwarded to the Contractor. The cost of printing and mailing are the responsibility of the Contractor and no additional compensation shall be allowed therefore.

Unless otherwise specified, for standard manufactured items, submit six copies of manufacture's catalog or data sheets for each submission, showing illustrations of the item to be furnished, scaled details, sized, dimensions, performance characteristics, wiring diagrams, controls and other pertinent information. Two copies of a submission shall be returned to the Contractor approved by the City Engineer as noted on the documents. The City Engineer will retain one copy and the remaining copies will be distributed to the City Inspector.

The foregoing procedure does not preclude informal reviews of shop drawings prepared by the fabricator for reinforcing steel, miscellaneous iron, structural steel, by the Structural Engineer or for mechanical and electrical

components by the Mechanical and Electrical Engineer. No distribution of shop drawings and setting drawings, except as noted, shall be permitted.

By approving and submitting shop drawings and samples, the Contractor thereby represents that he/she has determined and verified all field measurements, field construction criteria, materials, catalog number and similar data, or shall do so, and that he/she has checked and coordinated each shop drawing and sample with the requirements of the work and the Contract Documents.

Allow two weeks minimum for review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Allow one week for reprocessing each submittal.

No extension of Contract time will be authorized because of failure to transmit submittals sufficiently in advance of the work to permit processing.

The City Engineer shall review and approve any shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The City Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the City Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the correction requested by the City Engineer on previous submissions. Corrected shop drawings shall be resubmitted in the same manner as called for above.

The City Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the City Engineer in writing of such deviation at the time of the submission, and the City Engineer has given written approval to the specified deviation; nor shall the City Engineer's approval relieve the Contractor form responsibility for errors or omissions in the shop drawings or samples.

No portion of the work requiring a shop drawing submission, including ordering of materials, shall be commenced until the submission has be approved by the City Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples. Any work placed without submittals being made shall be replaced by Contractor at his/her own expense, if directed by the City Engineer. Whenever work is specified to conform to approved samples on file in the office of the City Engineer, conformance shall be required in all respects and the City Engineer's decision in respect to such conformity shall be final.

Where Specifications require manufacturer's printed installation directions, submit duplicate copies of such directions for approval.

The Contractor shall provide and maintain an up-to-date complete "**RECORD DRAWING**" record on a separate set of construction Plans which shall show every change from the original drawings and Specifications. Prints for this purpose may be obtained from the City Engineer. This set of drawings is to be kept on the site and to be used only as a record set.

These Plans shall also serve as work progress sheets, and the Contractor shall make neat and legible annotations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and to be kept in a location designated by the City Engineer.

At the project pre-construction meeting, the City Engineer shall furnish **two sets** of the Plans and Specifications to the Contractor. If additional sets are requested, the Contractor will be **charged for any extra sets** requiring reproduction and binding at the rate specified in the Notice to Bidders.

On or before the date of final inspection, the Contractor shall deliver the corrected and completed "**RECORD DRAWING**" to the City Engineer. Contractor shall furnish in duplicate two binders of all manufacturers' litera-

ture brochures, manuals, parts list, instructions, etc., for all electrical and mechanical equipment as required to be furnished and installed by the Contractor. Submissions of this literature in a haphazard method will not be acceptable. **Failure to submit "RECORD DRAWING" shall be cause to withhold final payment and not accept the project.**

Record Plans are required under Section 10-1.13 and may be recorded and submitted on a CD or DVD.

The **"Record Drawing"** shall be accurate and up-to-date with approval of the City Engineer before each progress payment shall be made.

10-1.10 WATERING

Watering, if any, shall conform to the provisions in Section 17, "Watering" of the Standard Specifications, except that full compensation for developing water supply shall be considered as included in the prices paid for the various Contract items of work involving the use of water and no separate payment will be made.

10-1.11 CONSTRUCTION EASEMENTS

Any work to be done on private properties or requiring access through private properties **shall not** be done until the City has acquired easements or right-of-entry from the property owner. Prior to starting such work, the Contractor shall verify with the City Engineer that such authority has been granted.

The Contractor will confine his/her operations within the limitations of construction easements or limits as shown on the drawings. If the Contractor's operations result in damage to plantings or any other privately-owned facility outside the limitations of the construction easements or public right-of-way, the Contractor shall, at his/her expense, repair such damage or indemnify the owner of the damaged property.

If the Contractor negotiates with property owners for use of land for construction operations outside the limits of the construction easements, he/she shall do so at his/her own risk and the City will assume no liability for such use of private property. All agreements between the Contractor and private property owners shall be in writing. The Contractor shall commence no work outside the construction easements until copies of such agreements are furnished to the City.

10-1.12 PARTIAL PAYMENTS AND RETENTION

The Contractor's attention is directed to the Provisions in Section 9-1.06, "Partial Payments", of the State Standard Specifications. Delete the third paragraph entirely and insert the following:

> "The City of Hollister shall retain **5%** of such estimated value of the work done and **5%** of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor, except that at any time after **50%** of the work has been completed, if the City Engineer finds that satisfactory progress is being made, the City Engineer may reduce the total amount being retained from payment pursuant the above requirements to **2.5%** of the total estimated value to said work and materials and may also reduce the amount retained from any of the remaining partial payments to **2.5%** of the estimated value of such work and materials. The request to lower the retention shall be made in writing by the Contractor with executed agreement by the Surety Company. **The retained security shall be paid to the Contractor 35 calendar days after the work has been formally accepted by the City of Hollister Council**".

The Contractor shall submit Subcontractor and/or suppliers waiver of liens as required under Civil Code Article 3262. The waiver shall be "conditional" before payment and "unconditional" after payment on forms set forth in the statute.

As provided in Section 22300 of the Public Contract Code and Section 10263 of the Government Code, Contractor may request that any retention to be withheld during the course of a project is paid to an escrow agent at the Contractor's expense. Should the Contractor make such request, it will be required that an appropriate Escrow Agreement as provided in said government codes be fully executed prior to any payment of retention withheld or to be withheld. The City Engineer or his/her delegate, is authorized to execute said Escrow Agreement on behalf of the City.

10-1.13 CONSTRUCTION SURVEYS AND STAKING

The City of Hollister shall only provide the horizontal and vertical control points as identified on the Horizontal and Vertical Control Plan. The Contractor shall be responsible for providing the appropriate construction staking to establish lines and grades as necessary to permit satisfactory completion of the Contract work by the Contractor. Payment for all necessary construction staking shall be as included in the price paid for item Construction Survey and Staking listed in the Proposal.

10-1.14 CONSTRUCTION STAKING REQUEST

Construction staking requests do not apply for this contract.

The Contractor shall preserve and maintain the existing control points, and shall lay out there from the work he/she is to perform under the Contract. The Engineer may, at his own discretion, make periodic checks of the grades and alignment set by the Contractor. The Contractor shall be held responsible for the conformance of the completed work to the lines, grades and benchmarks, and any construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

10-1.15 LINES AND GRADES

The Contractor shall establish lines and grades necessary to permit satisfactory completion of the Contract work. The following controls shall be placed as a minimum, for the work under this Contract:

1. Pipes - One reference point shall be set at each end of mains and laterals and at 25’ intervals for pipe centerline. Each point shall be for both horizontal and vertical control.
2. Pavement lines and grades - The pavement edges shall be provided at 25’ intervals, at grade breaks, and at 10’ or 20’ intervals on vertical curves and on radii returns.
3. Street structural Sections - Control points shall be provided for the centerline of the roadway at 50’ intervals, at curves and grade breaks, and at 10’ or 25’ intervals on vertical curves.

These points shall be for control of sub grade and proposed centerline grade as shown on the Plans.

The City Engineer shall provide no additional reference points for the described work other than the control points identified on the Plans. The Contractor shall preserve and maintain these control points, and shall lay out the work he/she is to perform under the Contract from there. The Contractor shall be held responsible for the conformance of the completed work to the lines, grades, and benchmarks established.

10-1.16 RESTAKING

All replacement or restoration of control points when performed by the City Engineer will be charged against the Contractor.

10-1.17 MATERIAL TESTING

The City of Hollister will provide the appropriate Quality Assurance (QA) material testing for the project. The Contractor shall provide a Quality Control Program as specified in Section 100 of the General Provisions.

10-1.18 ARBITRATION

Your attention is directed to Section 9-1.10 “Arbitration,” of the Standard Specifications. In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

The last paragraph in Section 9-1.10, "Arbitration", of the Standard Specifications is amended to read:

> Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than ***180 calendar days*** after the date of service in person or by mail on the Contractor of the final written decision by the Department of the claim.

10-1.19 NOTICE OF POTENTIAL CLAIM

Section 9-1.04 "Notice of Potential Claim", of the Standard Specifications is amended to read:

> Section 9-1.04 Notice of Potential Claim – The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the City Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given the City Engineer due written notice of potential claim as hereinafter specified. Compliance with this section shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes", or Section 8-1.06, "Time of Completion", or the notice provisions in Section 5-1.116, "Differing Site Conditions", or Section 8-1.07, "Liquidated Damages", or Section 8-1.10, "Utility and Non-Highway Facilities", nor to any claim which is based on difference in measurements or errors of computation as to Contract quantities.
>
> The written notice of potential claim shall be submitted to the City Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the City Engineer, or in all other cases within ***15 calendar days*** after the happening of the event, things, occurrence, or other cause, giving rise to the potential claim.
>
> The written notice of potential claim shall be submitted on Form CEM-6021 furnished by the Department (See Part D of these specifications) and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 – 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within **15 days** of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his/her actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.
>
> It is the intention of this section that differences between the parties arising under and by virtue of the Contract are brought to the attention of the City Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the City that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the City to be pertinent to the potential claim, available to the City for inspection and copying.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by owner, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by Contractor.

10-1.20 CLAIMS

Submission of a claim, properly certified with all required supporting documentation, and written rejection or denial of all or part of the claim by the City Engineer, is a condition precedent to any action, proceeding, litigation, suitor demand for arbitration by Contractor. The Contractor's attention is directed to the Provisions in Section 9-1.07B, "Final Payment and Claims", of the State Standard Specifications. Delete the fifth paragraph entirely and insert the following:

"The City of Hollister Council shall make the final determination of any claims which remain in dispute after completion of claim review by the Engineering Services Department administering the Contract. The Director of Engineering Services Department shall review such claims and make a written recommendation thereon. The Contractor may meet with the Director of Engineering Services Department to make a presentation in support of such claims".

Payment shall be borne by the Contractor and no additional compensation shall be allowed therefore.

10-1.21 CONSTRUCTION AREA SIGNS

The base material of construction area signs shall not be plywood and shall be in accordance with the Provisions in Section 12-3.06 of the Standard Specifications and these Special Provisions.

The base material of construction area signs shall not be plywood and shall be in accordance with Section 12-3.06 of the Standard Specifications and these Special Provisions, with Type III illumination.

Payment shall be as included in the price paid for all items listed in the Proposal and no additional compensation will be made.

10-1.22 PROTECTION OF SITE AND PUBLIC SAFETY

The Contractor shall take all necessary precautions to prevent damage to the adjacent fencing, roadway, buildings and other existing improvements, etc., during the progress of his/her work and shall be required to make any repairs resulting from his/her negligence and no additional compensation shall be made.

Attention is directed to Section 7-1.08 "Public Convenience" and 7-1.09 "Public Safety" of the Standard Specifications and these Special Provisions. Safe and adequate pedestrian zones and crossing of work shall be maintained at all times unless otherwise approved by the City Engineer.

10-1.23 DUST CONTROL

Dust Control shall be as specified in Section 10 of the Standard Specifications, except as herein modified.

Payment for dust control shall be considered as included in the prices paid for the various Contract items of work as listed in the proposal and no additional compensation shall be allowed therefore.

10-1.24 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities, including removals, repairs, disposal, salvage, relocation and/or reconstruction shall conform to the provisions in Section 15, "Existing Highway Facilities", of the Standard Specifications and these Special Provisions.

Miscellaneous items of work not specifically included in the Proposal's item of works which are shown and/or mentioned on the Plans or are necessary, whether shown or not, for the construction of various improvements, including all removals, modifications shall be considered as included in prices paid for the various Contract items of work listed in the Proposal and no additional compensation shall be allowed therefore.

10-1.25 SCHEDULE OF VALUES

The Schedule of Values shall conform to the Provisions in Section 86-1.03, of the Standard Specifications and these Special Provisions.

The City Engineer shall be furnished a Schedule of Values for each Contract Lump Sum item of work described within these Special Provisions and where noted in these Special Provisions.

The Schedule of Values shall be submitted to the City Engineer for approval within ***15 calendar days*** after the Contract has been approved. The Schedule of Values shall be approved, in writing, by the City Engineer before any partial payment for any of the lump sum items of work shall be made.

10-1.26 PRESERVATION OF PROPERTY

The Contractors attention is directed to the Provisions in Section 7 1.11, “Preservation of Property”, of the State Standard Specifications, the Technical Specifications, the General Provisions, the Plans, and these Special Provisions.

Existing trees, shrubs, and other plants, that are not to be removed, and are injured or damaged by reason of the Contractor’s operations, shall be replaced by the Contractor in accordance with the requirements within the Provisions in Section 20 4.07, “Replacement”, of the State Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the City of Hollister right-of-way in accordance with the Provisions in Section 7 l.13 of the State Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right-of-way at locations designated by the City Engineer.

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

10-1.27 STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall prepared and submit to the City Engineer for review and approval, a Storm Water Pollution Prevention Plan (SWPPP). As part of the SWPPP submittal the Contractor shall prepare a Water Pollution Control Program (WPCP) showing the Best Management Practice (BMP’s) for this project. The Contractor shall be responsible for providing a Qualified SWPPP Developer (QSD); the QSD shall be responsible for developing the SWPPP in accordance with General Permit. The Contractor shall be responsible for obtaining General Permit coverage and for all associated fees. The Contractor shall file all Permit Registration Documents (PRDs) required by the General Permit. The Contractor shall be responsible for providing a Qualified SWPPP Practitioner (QSP); the OSP shall be responsible for overseeing the implementation and inspection of the BMP’s. The Contractor shall provide and designate a Data Submitter who will be responsible for posting and editing forms on the State Water Board’s Stormwater Multi-Application & Report Tracking (SMART) system website.

The General Permit can be obtained from:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Water pollution control work shall conform at a minimum, to the requirements within the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ, the Provisions in Section 7 1.01G, "Water Pollution", of the State Standard Specifications, Specifications Item P-156, and these Special Provisions.

In addition water pollution control work shall at a minimum conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated March 2003, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook". Copies of the Handbook may be obtained from the **Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815, Telephone: (916) 445 3520.**

The Contractor shall become fully informed of, and comply with the applicable Provisions of the Handbook and Federal, State, City of Hollister, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City Engineer and made part of the Contract, it is expressly agreed that the City of Hollister assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and the property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth within the Provisions in Section "Prepare Storm Water Pollution Prevention Plan" including, but not limited to, compliance with the applicable Provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to any remedy authorized by law, so much of the money due the Contractor under the Contract that shall be considered necessary by the Engineering Services Department may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

1. The Engineering Services Department shall give the Contractor ***30 calendar days'*** notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the Contract. Retention of funds from any payment made after acceptance of the Contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments shall be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to the Provisions in Section 9 1.06, "Partial Payments", of the City of Hollister Standard Specifications.
3. If the Engineering Services Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Engineering Services Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of the Provisions in Section 7-1.01G shall not relieve the Contractor from the Contractor's responsibilities, as provided in the Provisions in Section 7 1.11, "Preservation of Property", and Section 7 1.12, "Responsibility for Damage", of the State Standard Specifications.

I. WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES: As part of the water pollution control work, a Water Pollution Control Plan, hereafter referred to as the "WPCP", is required for this Contract and shall be prepared by the Contractor. The Contractor shall submit a Best Management Practice Plan for approval. The BMP plan must be in compliance with the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ requirements. The WPCP shall conform to the requirements in the Provisions in Section 7 1.01G, "Water Pollution", State Standard Specifications, the requirements in the Handbook, these Special Provisions the Technical Specifications, and the Construction General Permit Order No. 2009-0009-DWQ.

No work having potential to cause water pollution, as determined by the City Engineer, shall be performed until the City Engineer has approved the WPCP.

Within ***15 calendar days*** after the approval of the Contract, the Contractor shall **submit 6 copies of the WPCP** to the City Engineer. The Contractor shall allow ***7 calendar days*** for the City Engineer to review the WPCP. If revisions are required, as determined by the City Engineer, the Contractor shall revise and resubmit the WPCP within ***7 calendar days*** of receipt of the City Engineer's comments and shall allow ***7 calendar days*** for the City Engineer to review the revisions. Upon the City Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the City Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the City Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The objectives of the WPCP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement, and maintain water pollution control measures, hereafter referred to as control measures, to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this Contract.

The WPCP shall incorporate control measures in the following categories:

1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, 1 or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in accordance with the procedure specified in the Handbook.

The following Contract items of work, as shown on the project Plans, shall be incorporated into the WPCP as critical temporary control measures, 203016 (Erosion Control Type D). The Contractor shall consider other control measures to supplement these critical temporary control measures when necessary to meet the pollution control objectives of the WPCP.

The following Contract items of work, as shown on the project Plans, shall be incorporated into the WPCP as permanent post-construction control measures with temporary silt fence. These control measures shall be utilized as construction period control measures. Attention is directed to the Provisions in "Order of Work" of

these Special Provisions. The Contractor shall consider other control measures to supplement these permanent, post-construction control measures when necessary to meet the pollution control objectives of the WPCP. The Contractor shall maintain and protect the permanent control measures throughout the duration of the project and shall restore these controls to the lines and grades shown on the Plans prior to acceptance of the project.

The WPCP shall include, but not be limited to, the following items as described in the Handbook:

1. Project description and Contractor's certification;
2. Project information;
3. Pollution sources, control measures, and water pollution control Plans; and
4. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the City Engineer. The WPCP shall also be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approved by the City Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions, and amendments at the project site.

II. WPCP IMPLEMENTATION: Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures in accordance with the General Permit, and for all posting and editing of documents through the SMART system. Unless otherwise directed by the City Engineer or specified in these Special Provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with the Provisions in Section 8 1.05, "Temporary Suspension of Work", of the State Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these Special Provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than ***20 calendar days*** prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within ***20 calendar days*** of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be no more than 2.5 acres. The City Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to **125%** of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization Plan as part of the WPCP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil-disturbing activities are expected to be discontinued for a period of ***20 or more calendar days*** and the areas are fully protected. Areas that shall become nonactive either during the winter season or within ***20 calendar days*** thereof shall be fully protected with soil stabilization practices and sediment control measures within ***10 calendar days*** of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following workday. The Contractor on a daily basis shall monitor the weather forecast. The National Weather Service forecast shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the City Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, nonstorm water management and waste management and disposal. This specific project shall require that Contractor prevent any concrete, cement slurry of soil or other material to go into the Storm Sewer system. After pouring concrete for foundation and trench, Drum truck shoot and other concrete instruments shall be cleaned in a contained area and disposed of in a proper location.

The City Engineer may order the suspension of construction operations, which create water pollution if the Contractor fails to conform to the requirements of this Section "Water Pollution Control" as determined by the City Engineer.

III. MAINTENANCE: To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the City Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a forecast storm;
2. After all precipitation, which causes runoff capable of carrying sediment from the construction site;
3. At **24 hour** intervals during extended precipitation events; and
4. Routinely, at a minimum of once every 2 weeks.
5. As Required by the General Permit Order No. 2009-0009-DWQ.

If the Contractor or the City Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the City Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the City of Hollister.

IV. SWPPP: The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) before beginning of work and submit to the City Engineer for review and approval. The SWPPP shall be developed in accordance with the following:

1. State Water Resources Control Board (SWRCB) Order No. 2012-0011-DWQ, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000003, Waste Discharge Requirements (WDR's) for Discharges of Storm Water Runoff Associated with Construction Activity (General Permit).

The SWPPP and BMPs referenced are from the following sources:

> The Contractor shall use the California Storm Water Quality Association Construction BMP Handbook, 2009 Edition in the preparation of the SWPPP. The handbooks may be downloaded from the California Storm water BMP Handbook web site at: http://www.cabmphandbooks.com/.

Prior to issuance of the Notice to Proceed, the Contractor shall provide proof of submittal of **Permit Registration Documents** to the Regional Water Quality Control Board (RWQCB) to comply with the General Permit Order No. 2012-0011-DWQ.

V. PAYMENT: Payment for full compensation for conforming to the requirements of this Section and shall include all labor, materials, tools, equipment, Best Management Practice Plan, and other appurtenances required for a complete-in-place Storm Water Prevention Plan as indicated within these Special Provisions and as shown on the Plans. Payment shall be included in the Contract unit price paid per Lump Sum for "IMPLEMENT THE STORM WATER POLLUTION PREVENTION PLAN AND MEASURES" as listed in the Proposal and no additional compensation shall be allowed therefore. **The Contractor shall provide a schedule of values for this item.**

The City Engineer shall retain an amount equal to **25%** of the estimated value of the Contract work performed during estimate periods in which the Contractor fails to conform to the requirements of the Provisions in the Section "Storm Water Pollution Prevention Plan" as determined by the City Engineer.

Retentions for failure to conform to the requirements of the Provisions in the Section "Water Pollution Control" shall be in addition to the other retentions provided for in the Contract. The amounts retained for failure of the Contractor to conform to the requirements of this Section shall be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained, and water pollution is adequately controlled, as determined by the City Engineer.

10-1.28 MOBILIZATION

Delete Section 11 of the Standard Specifications in its entirety and insert the following:

Mobilization shall conform to the Provisions in the Technical Specifications Part 1 Section GP-105 Mobilization.

10-1.29 CLEAN UP

Throughout all phases of construction including suspension of work, and until final acceptance of the project by the City of Hollister Council, 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. The use of water resulting in mud on public street and or City right-of-way shall not be permitted as a substitute for sweeping or other methods.

Failure of the Contractor to comply with the City Engineer's clean up orders may result in an order to suspend the work until the condition is corrected. **No additional compensation shall be allowed therefor as a result of such suspension.**

SECTION 11
ITEMS OF WORK

SECTION 11-1 GENERAL

All items of work listed in the Proposal Section shall conform to the Technical Specifications, the Plans, the City of Hollister Standard Specifications, and these Special Provisions.

The Contractor shall refrain from using diesel fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of parkways or other improved areas.

SECTION 11-2 REMOVAL AND DISPOSAL/SALVAGE OF EXISTING FACILITIES

11-2.01 GENERAL

The Contractor shall remove all appurtenances as shown on Plans. All removed material shall become the property of the Contractor (unless noted otherwise on the Plans or in the Technical Specifications for re-use or salvage) and shall be disposed of as provided in Section 7-1.13, "Disposal of Materials Outside the Highway Right-of-Way", of the Standard Specifications.

The Contract unit price paid for the work required, complete-in-place, in accordance with the Plans, the Technical Specifications, the General Provisions, the Standard Specifications and these Special Provisions and the Cited FAA Technical Provisions shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and disposal of various items of materials.

The respective utility companies at their expense, if any, with the proposed improvements under this Contract shall execute all removals, installations, and relocations of underground and aboveground utilities in direct conflict.

All accidental or convenience removals of existing facilities by the Contractor shall be at the <u>expense of the Contractor</u>, and no additional compensation shall be allowed therefor.

Where Bid item for "Existing Facilities" are not included in the Proposal, the work shall be considered as included in the price paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

11-2.02 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

If delay of work in the area delays the current controlling operation, the delay shall be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the Provisions in Section 8-1.09, "Right-of-Way Delays", of the State Standard Specifications.

SECTION 12
MEASUREMENT AND PAYMENT

Except for authorized changes in the work, payment for complete-in-place finished work or improvement shall be made only on the basis of the Contract items of work listed in the Proposal. All other work including the furnishing of labor, materials, tools, equipment and incidentals, provided for in these Specifications and Contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation for the Contractor and payment therefor shall be considered included in the prices paid for the various items of work and no additional compensation shall be made.

SECTION 13
FINAL CLEANUP

At the completion of the work, a final inspection shall be made by the City Engineer. The Contractor shall be responsible for final cleanup of the project area in accordance of the Provisions of Section 4-1.02 of the Standard Specifications.

SECTION 14
PROJECT CLOSE OUT DOCUMENTS

Prior to final payment and release of monies retained the Contractor will be required to sign the Contractor's Affidavit Regarding Settlement of Claims document attached herein to hold the City harmless from any and all claims arising out of the Contract.

HOLLISTER MUNICIPAL AIRPORT
HOLLISTER, CALIFORNIA
REHABILITATE RUNWAY 13-31 **2ND PHASE**
AIP PROJECT NO. 3-06-0105-17

CERTIFICATE OF SUBSTANTIAL COMPLETION

(To be completed by Engineer/Architect)
I hereby certify that _____ has substantially completed the work under
(Name of Contractor)

Project Nos.: 3-06-0105-17

Project Name: REHABILITATE RUNWAY 13-31 **2ND PHASE**

in accordance with the contract documents and bid specifications, and all activities required by the contractor under the contract have been substantially completed as of _____ (Date).

Firm Name: _____

_____
(Name)

_____
(Title)

_____
(Signature) (Date)

HOLLISTER MUNICIPAL AIRPORT
HOLLISTER, CALIFORNIA
REHABILITATE RUNWAY 13-31 **2ND PHASE**
AIP PROJECT NO. 3-06-0105-17

CERTIFICATE OF COMPLETION

(To be Completed by Contractor)

I hereby certify that all goods and/or services required by the **CITY OF HOLLISTER** have been delivered in accordance with the contract documents and bid specifications, and all activities required by the contractor under the contract have been completed as of _____ (Date).

Firm Name: _____

Principal: _____
(Name)

_____
(Title)

_____
(Signature) (Date)

HOLLISTER MUNICIPAL AIRPORT
HOLLISTER, CALIFORNIA
REHABILITATE RUNWAY 13-31 **2ND PHASE**
AIP PROJECT NO. 3-06-0105-17

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless THE CITY OF HOLLISTER, KIMLEY-HORN AND ASSOCIATES, INC., their employees, agents or representatives, against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Owner and Engineer may suffer arising out of the failure or the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____day of_____, 20_____.

By:_____

(STATE OF CALIFORNIA)

(COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____day of _____, 20_____.

(Notary Public)
(My Commission Expires)

END OF HOLLISTER SPECIAL PROVISIONS SECTION