
CONTRACT DOCUMENTS and SPECIFICATIONS
for

**NEEDLES PUBLIC WORKS YARD
FENCING 2016**



City of Needles
California

THIS PROJECT IS DAVIS BACON PRIVAILING WAGE JOB

NOVEMBER 2016

APPROVED TO FORM:

SBEMP
ATTORNEYS

Slovak Baron Empey Murphy & Pinkney

Last Reviewed: February 2016

A handwritten signature in blue ink, appearing to read "John Pinkney", written over a horizontal line.

John Pinkney
City Attorney

NEEDLES PUBLIC WORKS YARD FENCING 2016

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NOTICE IS HEREBY GIVEN that the City of Needles invites sealed bids for:

NEEDLES PUBLIC WORKS YARD FENCING 2016

Bids will be received at the Office of the City Clerk, 817 Third Street, Needles, California 92363, until **3:30 P.M.** local time on **Thursday, DECEMBER 1, 2016** at which time they will be publicly opened and read aloud. Each sealed bid shall be clearly marked on the outside of the envelope as follows: NEEDLES PUBLIC WORKS YARD FENCING 2016

The Project consists of: Removing old Fencing and Installing new Chain link fencing around the existing Public Works Yard located at 112 Robuffa Street.

ENGINEER'S ESTIMATE: \$40,000

The contract documents and information for bidders will be available **11/15/2016** and may be viewed at the City of Needles website www.cityofneedles.com. Bidders who would like a printed copy must pay a twenty-five dollars (\$25.00) non-refundable fee by contacting Kathy Bernal, Engineering Support, at (760) 326-5740, ext. 135 or by email at ndlsadm@citlink.net.

Technical questions regarding the project should be addressed to Marc Richards, Director of Public Works at the above address or by phone at (760) 326-2451. Technical questions must be in writing and faxed to (760) 326-5008 or E-mailed to ndlsgis@citlink.net. Cut-Off Date for questions will be **11/29/2016** as Addendums must be issued no later than 72 hours (business hours) prior to bid opening. Each bid or proposal must be submitted on the forms furnished by the City.

Bidders shall be notified, via Addendum, of modifications, if any, which supersede that included herein. In the event that the City makes any material changes, additions or alterations to this Invitation to Bid within 72 hours of the deadline for submitting bids, such deadline for submitting bids shall be extended for 72 hours.

Bidders must comply with Public Works Contractor Registration Law SB 854 to bid this job. Bidders must possess a valid **C-13 (Fencing) License** and a City of Needles business license at the time of award of the bid. Subcontractors must possess the appropriate licenses for their respective specialty. Failure to possess the specified license(s) shall act as a bar to award of contract.

A BID SECURITY in the amount of 10% of the bid amount shall be required with all bids. The bid check shall be a certified or cashier's check drawn upon a responsible bank or trust company. In lieu of the bid check, a bidder's bond will be acceptable in the amount of 10% of the bid amount. Bid Security shall be made payable to the City of Needles, and shall be in a form acceptable to the City. The City reserves the right to reject any forms of security which in its sole opinion does not comply with all requirements of California laws, codes or regulations. Unsuccessful bidders shall be entitled to the prompt return of all bid security monies. Bid Security of the successful bidder shall be returned upon execution of the Agreement, and submittal of all other required Contract Documents. In the event the successful bidder fails to enter into an Agreement and to provide the required bonds, insurance certificates, endorsements and other required documentation within ten (10) days after Notice of Award, the bid security shall be forfeited by the Bidder and retained by the City of Needles as liquidation damages.

A Payment Bond and Performance Bond, each in an amount equal to 100% of the total Agreement amount shall be required concurrently with the execution of the Agreement, and shall be in the form set forth in the Contract Documents. Pursuant to Section 22300 of the Public Contract Code Contractor may substitute securities for money withheld by the City of Needles. In accordance with Public Contract code section 4108, the Contractor shall require all subcontractors providing labor and materials in excess of \$50,000 to supply Payment and Performance Bonds in the amounts and manner required of the Contractor. The Contractor shall specify this requirement for Subcontractor Bonds in its written or published request for Subcontractor Bids. If the cost of the Bonds is to be borne by the Subcontractors, that fact shall also be stated.

Pursuant to Public Contract Code Section 3400 (b) the City may make a finding that designates certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by Section 3400 (b), if the City has made such findings, these findings shall be set forth in more detail in the Supplemental Conditions. These findings, if any, as well as the materials, products, things, or services and their specific brand or trade names that may be used for the Project may be found in the Supplemental Conditions.

It is the responsibility of the bidder to see that any bid sent through the mail has sufficient time to be received by the City Clerk prior to bid opening time. Needles is considered a remote location, reliable mailing systems to this area are USPS, FED-X, UPS. Late bids will be returned to the bidder unopened. Fax and telephone bids will NOT be accepted.

The City reserves the right to reject any and all bids or any portion of any bid.

Each Bidder is responsible for fully examining the project site and being familiar with the conditions of the project site.

Date: 11/10/2016 /s/ Dale Jones
City Clerk

PUBLISHED: Mohave Daily News 11/15/2016
Needles Desert Star 11/16/2016

02 – INFORMATION FOR BIDDERS

Bids will be received by the City of Needles, California (owner), at 817 Third Street; Needles, California until 3:30 PM PST (Local Time), on the bid announce in the invitation to bid and then at said office publicly opened and read aloud.

It is the responsibility of the bidder to see that any bid sent through the mail has sufficient time to be received by the City Clerk prior to bid opening time. Needles is considered a remote location, reliable mailing systems to this area are USPS, FED-X, UPS. Late bids will be returned to the bidder unopened. Fax and telephone bids will NOT be accepted.

The owner may waive any informalities or minor defects or reject any and all bids or portion. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the owner and the bidder.

Bids shall be properly addressed and submitted within the time and at the place designated in the advertisement for bids and shall be enclosed in an opaque, sealed envelope. The envelope shall be marked with the information as indicated in the invitation to bid, and include the bid security and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "sealed bid envelope enclosed" on the face of it.

The opaque sealed envelope shall be marked with the name of the project as set forth in the agreement, and if applicable, the designated part of the project represented by the contract also shown in the agreement, and the name and address of the bidder.

The following items are to be included with each Bid.

1. The completed Bid form.
2. Acknowledgement of Receipt of Addenda (*the numbers of which shall be filled in on the Bid form*).
3. Bid Bond with Power of Attorney.
4. List of Subcontractors
5. Certifications – CARB & SB 854 (if included in bid form)
6. Reference Information
7. Comply with Public Works Contractor Registration Law SB 854. <NEW>
8. Comply with In-Use Off-Road Diesel Regulation Law. <NEW 04-2014>

The bid shall be legibly prepared with ink, or typed on the bid form provided. All unit prices, lump sum, and entries made by the bidder on the bid form shall be handwritten in ink, or typed. BIDDER shall show, in the designated location, the sum representing the bidder's Total Bid Price.

A bidder may alter or correct a unit price or lump sum price which it has entered on the bid schedule

on the bid form by crossing out the entry, entering the new figure above or below the crossed-out entry, and initialing on the line of change. The crossing out of entries shall be with ink, or typed. City may require bidder to identify any alteration or correction so initialized. All new entries and initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the bid form may cause the rejection of said bid as non-responsive.

All bidders who submit more than one bid for the same Work from an individual, firm or partnership, a Corporation or Association under the same or different name will have their Bids rejected. Reasonable grounds for believing that any bidder is interested in more than one bid for the same work will cause the rejection of all such bids in which the bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of participants in such collusion will not be considered.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, the bidder may not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The City shall provide to bidders prior to bidding all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of the Contract Documents.

Each bid must be accompanied by a bid bond payable to the City for ten (10%) percent of the total amount of the bid. As soon as the bid prices have been compared, the City will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the Performance Bond and Payment Bond have been executed and approved, after which it will be returned. A certified or cashier's check may be used in lieu of a bid bond.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety company that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law. Attorneys-in-fact who sign bid bonds or Payment bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. The Performance BOND shall remain in full force and effect through the guarantee period as fully described in section 30.1 of the General and Supplemental Conditions.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond and insurance within ten (10) calendar days from the date when notice of award is delivered to the bidder. The notice of award shall be accompanied by the

necessary agreement and bond forms. In the event the successful bidder fails to execute the Agreement, the City may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the City.

Within ten (10) days of City's receipt of acceptable Performance Bond, Payment Bond and Agreement, City shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City not execute the Agreement within such period, the bidder may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

The notice to proceed shall be issued within ten (10) days of the execution of the Agreement by the City. In the event that a notice to proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under the Agreement, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Prevailing Wage, will be enforced for all work under this Contract.** The Prime Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

A copy of the Davis-Bacon Act Federal Prevailing Wage determinations, the date of which reflects the latest applicable modification, is included in the Contract Documents & Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that included herein, up until a minimum of ten (10) days prior to the actual bid opening.

A weekly certified payroll is required during the term of construction. Payment of invoice may be delayed when certified payrolls are not submitted weekly. The City shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.

The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted.

Award will be made to the lowest responsive, responsible bidder. The lowest responsive, responsible bidder will be determined by:

1. The lowest bid cost to the City and,
2. An evaluation of bidder's experience and,
3. A bidder's proposal that complies with all the requirements prescribed in this document.

If applicable, only the manufacturers (suppliers) listed on the Schedule of manufacturers shall be used in determining the total bid amount. To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming, non-responsive, or conditional bids, or to re-advertise for bids. Also, City reserves the right to reject the bid of any bidder if 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 is found to lack honesty, integrity or moral integrity or fails to meet any other pertinent standard or criteria established by the intent of the contract documents.

A bid will be considered responsive if it conforms in all respects with the requirements of the Contract Documents. In order to be considered responsive, a bid shall:

1. Be completed, signed and be responsive in all respects to all bidding requirements contained in the Contract Documents.
2. Be made on the bid forms provided with the contract documents and submitted in accordance with the applicable bidding requirements.
3. Include all additional documents provided with the Contract Documents and submitted in accordance with the applicable bidding requirements.
4. Include Acknowledgment of Addenda

In order to be considered responsible, a bidder must also establish to the complete satisfaction of the City, as a minimum, that it:

1. Has adequate financial resources to meet the obligations of the Contract Documents and will maintain same for the Contract Time.
2. Has adequate equipment to perform the work properly and within the Contract Time.
3. Has evidence of the necessary experience and technical qualifications in the type of work provided for in the Agreement.
4. Will conform to all conditions contained in these Contract Documents.
5. Proposed subcontractors, suppliers or other persons or organizations hold valid State, county and local licenses or certificates covering all operations or specialty trades and areas of political jurisdiction involved in the work.

6. Has conformed to the pre-award Qualification Submittals requirement outlined in these Instructions to Bidders.
7. Does not have a documented record of past projects resulting in arbitration or litigation in which it was found to be at fault.
8. Comply with Public Works Contractor Registration Law SB 854.

The following may be considered examples of sufficient grounds for determining that a bidder is not responsible or for objecting to any of the bidder's subcontractors:

1. Being listed on the California Department of Labor list of convicted violators.
2. Failure to comply with all requirements for foreign corporations.
3. A felony conviction in any state (including this State) within the last three (3) years before bid opening.
4. Being debarred / suspended from consideration for award of contracts by the State or any Federal agency.
5. Lack of adequate experience or demonstrated lack of qualifications of capability to perform the Work.
6. Failure to pay any federal, State and local taxes.
7. A termination for cause by the City within the last three (3) years before bid opening.
8. Concealment, misrepresentation or misstatement of any material fact.

City may conduct such investigations as the City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, suppliers and other persons and organizations to do the work in accordance with the contract documents, to the City's satisfaction, and within the prescribed Contract Time. City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.

Pursuant to Public Contract Code Section 3400(b) City may make a finding designating certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by Section 3400 (b) the City may have made such findings as may be further described in the Supplemental Conditions. These findings if made, as well as the materials, products, things, or services and their specific brand or trade names that must be used for the Project may be found in Supplemental Conditions, if applicable.

Unless specifically designated in the Supplemental Conditions, whenever in the specifications any material, product, thing or service is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, product thing, or service desired and shall be deemed to be followed by words "or approved equal." Bidders may, unless otherwise stated, offer for substitution any material, product, thing or service which shall be substantially equal or better in every respect to that so

indicated or specified. The term "substitution" shall mean the substitution of any material, product, thing or service that is substantially equal or better in every respect to that so indicated or specified in the specifications.

However, City may have adopted certain uniform standards for certain materials, products, things, and/or services. If any material, product, thing, or service offered for substitution by Bidders is not, in the opinion of the Engineer and the City, substantially equal or better in every respect to that specified, Bidders shall furnish the material, product, thing, or service specified. The burden of proof as to the equality of any material, product, thing, or service shall rest with the Bidders.

Bidders shall submit requests together with substantiating data for substitution of any "or approved equal" material, product, thing, or service no later than 20 days after the award of the Contract. Provisions authorizing submission of "or approved equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or approved equal" substitution request is rejected, a Bidder shall be responsible for including the specified material, product, thing, or service in its bid. The City shall not be responsible for any costs of Bidders associated with "or approved equal" substitution requests. City has the complete and sole discretion to determine if a material, product, thing, or service is an "or approved equal" material, product, thing, or service that may be substituted.

For purposes of the paragraph above, data required to substantiate requests for substitutions of an "or approved equal" material, product, thing, or service data shall include a signed affidavit from the Bidder stating that the substituted "or approved equal" material, product, thing, or service is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or approved equal" material, product, thing, or service and substantiates that it is an "or approved equal" to the material product, thing, or service specified.

In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or approved equal" material, product, thing, or service will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or approved equal" material, product, thing, or service. Failure to submit all the needed substantiating data, including the signed affidavit, to the Engineer in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Engineer is not obligated to review multiple substitution submittals for the same materials, products, things, or services due to the Bidder's failure to submit a complete package initially.

Time limitations for substitutions must be complied with strictly and in no case will an extension of time for completion be granted because of Bidder's failure to request the substitution of an alternative item at the times and manner set forth herein. Further, the Bidder shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.

In event the successful bidder furnishes a material, product, thing, or service more expensive than that specified, the difference in cost of such material, product, thing, or service so furnished shall be

borne by the successful bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

Each bidder shall supply, using the forms provided in this document, the names and addresses of major material suppliers and subcontractors when submitting a bid.

END OF SECTION

Identification of Subcontractors: In accordance with 4104 of the California Public Contract Code, each BIDDER, in its BID, shall set forth: (1) The name and location of the place of business of each SUBCONTRACTOR who will perform WORK or labor, or render services to the CONTRACTOR in or about the construction of the WORK, or improvement, in an amount in excess of one-half of one percent of the CONTRACTOR's total BID; and (2) the portion of the WORK which will be done by each such SUBCONTRACTOR. In accordance with 4107 of the California Public Contract Code, no CONTRACTOR whose BID is accepted shall without consent of the OWNER either; (1) Substitute any person as a SUBCONTRACTOR in place of the SUBCONTRACTOR designated in the original BID; or (2) permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original SUBCONTRACTOR listed in the BID; or (3) sublet or subcontract any portion of the BID as to which his original BID did not designate a SUBCONTRACTOR. Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in 4106, 4110, and 4111 of the Public Contract Code.

Statutory Penalty for Failure to Pay Minimum Wages: In accordance with 1775 of the California Labor Code, the CONTRACTOR shall as a penalty to the State or political subdivision on whose behalf a CONTRACT is made or awarded, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the CONTRACT by the CONTRACTOR or by any SUBCONTRACTOR under the CONTRACTOR.

Statutory Penalty for Unauthorized Overtime Work: In accordance with 1813 of the California Labor Code, the CONTRACTOR shall as a penalty to the State or political subdivision on whose behalf the CONTRACT is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the CONTRACT by the CONTRACTOR or by any SUBCONTRACTOR for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of 1810-1815 of the California Labor Code.

Worker's Compensation Notice: As required by 1860 of the California Labor Code and in accordance with the provisions of 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of worker's compensation to its employees.

Worker's Compensation Certification by Contractor: In accordance with 1861 of the California Labor Code, the CONTRACTOR shall furnish the OWNER a notarized statement as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this CONTRACT".

Apprenticeship Requirements: CONTRACTOR agrees to comply with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The Responsibility for compliance with these provisions is fixed with the prime CONTRACTOR for all apprenticeship occupations. Under these sections of the law, CONTRACTORS and SUBCONTRACTORS must employ apprentices in apprenticeship occupations, where Journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hour (unless an exemption is granted in accordance with 1777.5) and CONTRACTORS and SUBCONTRACTORS shall not discriminate among

Otherwise qualified employees as indentured apprentices on any public work solely on the Ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided In 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an Apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

New Public Works Contractor Registration Law [SB 854]: SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board License if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to by employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that:

- A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
 - The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items—

- Administration of contractor registration requirement
- All DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code Violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)

- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so;
 - **Will apply to any new projects awarded on or after April 1, 2015;**
 - May apply to other projects as determined by Labor Commissioner;
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016;
 - The Labor Commissioner may make exception to this requirement for:
 - Projects covered by qualifying project labor agreement;
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR;
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that was under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.
- Contractors and subcontractors interested in registering can do so on the Department of Industrial Relation's website at <http://www.dir.ca.gov/DLSE/dlsepublicworks.html> .

Truck and Bus Regulation Compliance Requirements Summary under

California Environmental Protection Agency Air Resources Board

This requirement will apply immediately to all public works projects bid by the City of Needles and commencing work within the City Limits, State of California. It is the contractor's responsibility to abide and submit all reports required by the state of California to the website listed below.

<http://www.arb.ca.gov/msprog/onrdiesel/documents/FSRegSum.pdf>

On December 12, 2008, the California Air Resources Board approved the Truck and Bus regulation to significantly reduce particulate matter, or PM, and oxides of nitrogen emissions from existing diesel

vehicles operating in California. This summary has been updated to describe amendments that were approved by the Air Resources Board (ARB/Board) on April 25, 2014.

What vehicles are affected by the Truck and Bus Regulation?

The regulation applies to nearly all diesel fueled trucks and buses with a gross vehicle weight rating (GVWR) greater than 14,000 pounds that are privately or federally owned and for privately and publicly owned school buses.

What are the compliance requirements for heavier trucks and buses?

Heavier trucks and buses with a GVWR greater than 26,000 pounds must comply with a schedule by engine model year or owners can report to show compliance with more flexible options.

Starting January 1, 2012, heavier trucks were required to meet the engine model year schedule shown to the left. Fleets that comply with the schedule must install the best available PM filter on 1996 model year and newer engines and replace the vehicle 8 years later. Trucks with 1995 model year and older engines must be replaced starting 2015. Replacements with a 2010 model year or newer engines meet the final requirements, but owners can also replace with used trucks that have a future compliance date on the schedule. For example, a replacement with a 2007 model year engine complies until 2023. By 2023, all trucks and buses must have 2010 model year engines with few exceptions. No reporting is required if complying with this schedule.

Model Year	Requirements for Heavier Trucks from January 1
Pre-1994	No requirements until 2015, then 2010 engine
1994-1995	No requirements until 2016, then 2010 engine
1996-1999	PM filter from 2012 to 2020, then 2010 engine
2000-2004	PM filter from 2013 to 2021, then 2010 engine
2005-2006	PM filter from 2014 to 2022, then 2010 engine
2007-2009*	No requirements until 2023, then 2010 engine
2010*	Meets final requirement

Are there any compliance options that count, newer trucks that already have PM filters?

Yes, the PM filter Phase-in Option allows owners to decide which heavier vehicles to retrofit or replace, regardless of engine model year. This option required owners to opt-in and is no longer available. To use this option, fleet owners must be able to show compliance with the percentage requirement for the entire fleet of vehicles that operate in California each year as shown in the table.

Phase-In Option Compliance Date	Vehicles with PM filters
January 1, 2016	100%
January 1, 2020	Meet Engine Model Year Requirements

I have a small fleet is there a flexibility option for me?

Yes, if you own one to three diesel trucks and buses with a GVWR greater than 14,000 lbs. you are a small fleet. You can opt-in to the Small Fleet Option until January 31, 2014, and must show compliance with the requirements for heavier vehicles in the fleet as shown in the table on the left.

Deadlines	Heavier Vehicles with PM Filters
January 1, 2017	2
January 1, 2018	3
January 1, 2020	Meet Engine Model Year Requirements

Owners that do not opt-in on time or do not meet the initial PM filter requirements are not eligible to use the Small Fleet Option and must comply with the engine model year schedules or other available compliance options.

Are there any other flexibility options I can use?

Yes, there are a number of compliance extensions for individual trucks within a fleet that can extend the compliance date for low mileage work trucks, agricultural vehicles, vehicles that are operated in certain areas with cleaner air, and low use vehicles. Vehicle owners must meet the eligibility criteria and report by certain deadlines to use these flexibility options.

What are the requirements for lighter trucks and buses?

Lighter trucks and buses with a GVWR of 14,001 to 26,000 pounds do not have compliance requirements until 2015. The Engine Model Year Schedule for Lighter Trucks table lists the compliance dates that apply by engine model year for lighter trucks. Starting January 1, 2015, lighter trucks with engines that are 20 years or older must be replaced with newer trucks. Starting January 1, 2020, all remaining trucks and buses would need to be replaced so that they would all have 2010 model year engines or equivalent emissions by 2023. No reporting for lighter trucks is required to comply with the schedule.

Engine Model Year Schedule for Lighter Trucks	
Engine Year	2010 Replacement Date
1995 and older	January 1, 2015
1996	January 1, 2016
1997	January 1, 2017
1998	January 1, 2018
1999	January 1, 2019
2003 and older	January 1, 2020
2004-2006	January 1, 2021
2007-2009	January 1, 2023

Replacements with a 2010 model year or newer engines meet the final requirements, but owners can also replace with used trucks that have a future compliance date on the schedule. PM filter retrofits cannot be used to comply with this option; however, owners that installed a PM filter retrofit on a lighter truck by January 1, 2014 and reported by January 31, 2014 can continue to operate the vehicle until January 1, 2023.

What are the requirements for school buses?

School buses with a GVWR more than 14,000 pounds were required to phase-in PM filters from 2012 to 2014. School bus fleets needed to demonstrate that 33 percent of the buses had PM filters by 2012, 66 percent by 2013 and 100 percent by 2014. If a school bus engine cannot be equipped with a PM filter it will need to be replaced by January 1, 2018. No reporting is required, but owners must keep records.

If I decide to sell my vehicle, do I have to notify the buyer of the requirements of this regulation?

Yes. Any person selling a vehicle subject to the Truck and Bus Regulation must provide a specific disclosure statement in writing to the buyer on the bill of sale, sales contract addendum, or invoice. See Regulatory Advisory 416 at www.arb.ca.gov/enf/advs/advs416.pdf.

How do I determine compliance if I can take advantage of multiple extensions?

The Truck and Bus Fleet Calculator is an Excel spreadsheet that you can use on your own computer to help you evaluate various compliance strategies from now until 2023. The calculator allows you to determine compliance with one or more options in the regulation, including credits, extensions, and special provisions.

Where can I get more information?

Fact sheets, compliance tools and regulatory documents about the Truck and Bus Regulation are available at www.arb.ca.gov/dieseltruck. If you have questions or wish to obtain this document in an alternative format or language, please call ARB's diesel hotline at (866) 6DIESEL (634-3735). TTY/TDD/ Speech to Speech users may dial 711 for the California Relay Service.

While this document is intended to assist fleets with their compliance efforts, it is the sole responsibility of fleets to ensure compliance with the Truck and Bus Regulation.

END OF SECTION

CITY OF NEEDLES, CALIFORNIA

NEEDLES PUBLIC WORKS YARD FENCING 2016

THIS BID IS SUBMITTED TO THE CITY OF NEEDLES, CALIFORNIA

1.01 CONDITIONS

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner and to perform and furnish all work as specified or indicated in the Contract Documents for the bid prices in the "Bid Schedule" on this Bid Form, within the contract times specified in the Agreement, and in accordance with all the provisions and terms and conditions of the Contract Documents, including, without limitation, those dealing with the disposition of the Bid Security. Capitalized terms defined herein shall have the meanings ascribed them in the Contract Documents.
- B. This Bid will remain open for acceptance by the Owner as specified in the Invitation to Bid and Instructions to Bidders. The Bidder will deliver the signed Agreement, executed Performance Bond and Payment Bond and proper evidence of insurance within the time and in the manner specified in the Contract Documents.

2.01 ACKNOWLEDGEMENTS

- A. The Bidder has examined the Contract Documents, including the following Addenda (as acknowledged below):

No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

- B. The Bidder has (a) familiarized itself with the Work, site and locality; all applicable federal, State and other local Laws; all general, local and prevailing conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the Work; and the terms and conditions of the Contract Documents; and (b) carefully correlated the Bidder's observations with the Contract Documents.
- C. The Bidder has studied carefully all drawings of physical conditions of existing surface and subsurface facilities identified in the Drawings. The Bidder accepts the determinations set forth in the Contract Documents of the extent of such technical data and Underground Utilities information and data contained in those Contract Documents upon which the Bidder may rely.
- D. The Bidder expressly agrees to perform and furnish the Work, in accordance with the Contract Documents, at no increase in Contract Price and within the Contract Time.

- E. The Bidder has completed a site investigation and evaluation of subsurface,
- F. The Bidder has carefully correlated the results of its observations, site investigations, examinations, drawings and specifications, referred to in paragraphs C., D., and E., with the terms and conditions of the Contract Documents. The Bidder assumes responsibility for all subsurface conditions that in any manner affect cost, schedule, progress, performance, or furnishing of the Work.
- G. The Bidder has examined all information and data shown or indicated in the Contract Documents concerning other work (performed by other parties under contracts with the Owner), including, but not limited to provisions in the General Conditions. The bidder assumes responsibility for all reasonably foreseeable terms, conditions and consequences resulting from other work that may in any manner affect cost, schedule, progress, performance or furnishing of the Work. The bidder shall cooperate with others who have authority to perform work within the work area.
- H. The Bidder has carefully examined the terms and conditions of the General Conditions, and the other bidding Documents concerning delay, and the Bidder accepts the determinations set forth in the General Conditions that no delay shall be unreasonable under the circumstances, except as provided in the General Conditions. The Bidder has correlated those terms and conditions with the Bidder's schedule for executing the Work and the Bidder's Base Bid and alternates.
- I. The Bidder represents that each unit price covering specified or contingent Unit Price Work, whether bid on the bid Schedule or on the Schedule of Change Order Prices, includes sufficient amounts to cover: (a) all labor, Subcontractor, materials and/or equipment, construction equipment and supplemental costs, and (b) all administrative costs and profit.
- J. The Bidder has given the Architect written notice of all conflicts, ambiguities, errors or omissions the Bidder has discovered in the Contract Documents, and the written resolution given by the Architect is acceptable to the Bidder.
- K. This Bid is genuine, is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. To induce the Owner into consideration of this Bid, the Bidder reiterates and makes each of the representations in the Non-Collusion Affidavit, executed by the Bidder and included with the Bid.
- L. The Bidder has read and studied each provision of the Contract Documents. The Bidder has no expectations different from the terms and conditions of the Contract Documents.

3.01 CONTRACT TIME

- A. The Contract Time is **THIRTY (30)** days as specified in the Agreement. The Bidder has carefully correlated the provision in the Agreement with the other terms and conditions of the Contract Documents and unequivocally accepts the Contract Times for the Work, and any other designated parts of the Work as specified.
- B. The Bidder unequivocally accepts the provisions of the General & Supplemental Conditions as to liquidated damages of \$300.00 per day in the event of any failure, neglect or refusal to complete the Work, or designated part, within the specified Contract Time.

4.01 ATTACHMENTS

A. Attachments to this Bid Proposal form and made a condition of this Bid are:

- 1. List of Subcontractors (Section 00040)
- 2. Bid Bond (Section 00050)
- 3. Required Certifications for CARB Regulation (Section 00040)
- 4. Required SB 854 Registration & Certificate to bid this project
- 5. Non Collusion Declaration (Section 00060)

B. Bid Award will be on the basis of the lowest responsive, responsible bid. The Bidder will complete the Work, for the Work items listed, for the following Bid Prices:

BASE BID SCHEDULE

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Bid Item Price</u>
1.	1	L.S.	Mobilization, Bonds and Insurance.	\$ _____
2.	1	L.S.	Take down Existing Fencing and leave at site.	\$ _____
3.	1363	L.F.	Purchase and Install necessary Material for a 6' high, 9 gauge Galvanized with 2-7/8" terminal post, 2-3/8" line post, top rail, tension wire, concrete footings and 3 strands of 4 point barb wire and Factory Type Privacy Fencing.	\$ _____
4.	40	S.F.	12" x 20' Concrete Runner under gate	\$ _____
5.	1	EA.	20' wide sliding gate with GTO Mighty Mule Heavy Duty electric gate openers and Neck Post, Key Pad entry and exit sensory loop.	\$ _____
6.	1	EA.	20' wide sliding gate (South Side) No Gate Opener	\$ _____

TOTAL BASE BID PRICE – PUBLIC WORKS YARD FENCING 2016

\$ _____
(in figures)

\$ _____
(in words)

ALTERNATE BID SCHEDULE

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Bid Item Price</u>
1.	1	L.S.	Mobilization, Bonds and Insurance.	\$ _____
2.	1	L.S.	Take down Existing Fencing and leave at site.	\$ _____
3.	746	L.F.	Purchase and Install necessary Material for a 6' high, 9 gauge Galvanized with 2-7/8" terminal post, 2-3/8" line post, top rail, tension wire, concrete footings and 3 strands of 4 point barb wire, WITH Factory Type Privacy Fencing.	\$ _____
3.	617	L.F.	Purchase and Install necessary Material for a 6' high, 9 gauge Galvanized with 2-7/8" terminal post, 2-3/8" line post, top rail, tension wire, concrete footings and 3 strands of 4 point barb wire, NO PRIVACY FENCING MATERIAL	\$ _____
4.	40	S.F.	12" x 20' Concrete Runner under gate	\$ _____
5.	1	EA.	20' wide sliding gate with GTO Mighty Mule Heavy Duty electric gate openers and Neck Post, Key Pad entry and exit sensory loop.	\$ _____
6.	1	EA.	20' wide sliding gate (South Side) No Gate Opener	\$ _____

TOTAL ALTERNATE BID PRICE – PUBLIC WORKS YARD FENCING 2016

\$ _____
(in figures)

\$ _____
(in words)

6.01 SIGNATURE AND LICENSING “This Bid Form and the matters contained therein are hereby submitted and signed under the penalty of perjury.”

A. Name of the Bidder: _____

BID SUBMITTED ON the _____ Day of _____ 20____

B. Licensing #: _____ License Valid: _____
(Date)

Renewal Date: _____
(Date)

C. Public Works Registration #: _____ Valid: _____
(Date)

Renewal Date: _____
(Date)

D. Is the bidder an: Corporation Partnership Individual

Title of the Person Authorized to sign: _____

Signature: _____
(If not the Individual, Attach Power of Attorney)

Business Address: _____

Phone: _____ FAX: _____

Email: _____

E. Bid Security is in the form of:

1. Bid Bond: _____ Bid Bond form provided has been duly executed and is attached to this page, or

2. Certified check _____ Cashier’s check and certification required are attached to this page.

04 – CARB REGULATION CERTIFICATE

CALIFORNIA AIR RESOURCES BOARD TRUCK REGULATION
(<http://www.arb.ca.gov/msprog/onrdiesel/documents/FSRegSum.pdf>)



This requirement will apply immediately to all public works projects bid by the City of Needles and commencing work within the City Limits, State of California. It is the contractor's responsibility to abide and submit all reports required by the state of California to the website: doors@arb.ca.gov.

All contractors and subcontractors intending to perform work on public works projects in City of Needles, State of California will be required to conform to this regulation. If you intend to provide services in the City of Needles or on Public Works projects in the future, please ensure you your diesel fueled trucks with a gross vehicle weight rating (GVWR) greater than 14,000 pounds are in compliance.

On December 12, 2008, the California Air Resources Board approved the Truck and Bus regulation to significantly reduce particulate matter, or PM, and oxides of nitrogen emissions from existing diesel vehicles operating in California. This summary above has been updated to describe amendments that were approved by the Air Resources Board (ARB/Board) on April 25, 2014.

Vehicles that operate both inside and outside of California may meet the Off-Road regulation low-use vehicle definition if they are used less than 200 hours per year in California. This applies to both year-by-year and permanent low-use vehicles. In order to qualify for that definition, the fleet owner must submit a log that contains the following information for each such vehicle: (a) Each date the vehicle entered California and the hour meter reading upon entry; and (b) Each date the vehicle exited California and the hour meter reading upon exit.

This log is included under section 03 – Notice to Contractors and is the responsibility of the contractor to submit this form to the Air Resources Board by March 1 (each year that annual reporting is required for a fleet). To submit this log, scan the completed form(s) and email to doors@arb.ca.gov fax to (916) 322-3923, or mail this completed form(s) to address: Off-Road Diesel Reporting MSCD, Mail Stop 13A, Air Resources Board, 1001 I Street, PO Box 2815, Sacramento, CA 95812.

By your signature, you are acknowledging that your fleet is registered with the California Air Resources Board and has certified that you are in compliance.

Are you currently registered with the CARB?

Yes No

DOORS Fleet ID Number _____

Exp. Date _____

Do you plan on Reporting By Low-use Log?

Yes No

Are you Renting / Leasing Equipment?

Yes No

Company: _____

Phone No: _____

Address: _____

Email: _____

Signature

Print Name

Date

<i>City of Needles Use Below</i>			
<u>Certificate Received</u>		<u>Certificate on File with City</u>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Frequently Asked Questions
In-Use Off-Road Diesel Vehicle Regulation
Rental/Leased Vehicles FAQ
Revised September 2014

Q – I plan on renting or leasing some off-road diesel vehicles this summer from a local rental company. For future rentals or leases, will compliance with the In-Use Off-Road Diesel Vehicle Regulation’s (Off-Road Regulation) reporting, labeling, and emission control requirements be my responsibility or the responsibility of the rental company?

A – Except in very specific instances described below, compliance with the Off-Road Regulation will be the responsibility of the rental company (i.e., the lessor). The rental company must report and label the vehicles and ensure they have the proper emissions controls.

The only situation where compliance will be the responsibility of the renter (or lessee) for future rentals or leases is if the lease is for a year or longer **and** it is written into the lease agreement that compliance is the responsibility of the lessee. Per title 13, California Code of Regulations, section 2449(c)(23), “Vehicles that are owned by a rental or leasing company and that are leased by the same lessee for a period of one year or more may be excluded from the rental company fleet and included in the fleet of the lessee only if such arrangement is delineated in the written lease agreement.”

Q – What about leases or rentals already in place? Then, who is responsible for compliance with the regulation’s reporting, labeling, and emission control requirements?

A – Vehicles that were leased for the duration of one year or more are considered part of the lessee’s fleet instead of the rental company’s fleet if the lease was signed before June 15, 2008. Therefore, if you are leasing a vehicle, and your lease is for one year or more and it was signed before June 15, 2008, the vehicle needs to be reported and included in your fleet and you are responsible for compliance with the regulation’s reporting, labeling, and emission control requirements. Per title 13, California Code of Regulations, section 2449(c)(23), “Off-road vehicles and engines subject to this regulation that are owned by a lessor and leased to a lessee under a “lease” as defined in California Uniform Commercial Code, section 10103(a)(10), for a duration of at least one year, dated prior to the effective date of these regulations, are considered part of the fleet of the lessee rather than the lessor.”

While this document is intended to assist fleets with their compliance efforts, it does not alter or modify the terms of any ARB regulation, nor does it constitute legal advice. It is the sole responsibility of fleets to ensure compliance with the In-Use Off-Road Diesel Vehicle Regulation.

If, on the other hand, the lease or rental duration is less than one year with the responsibility for compliance not explicitly assigned to the lessee or the lease was signed on or after June 15, 2008, compliance will be the responsibility of the rental company (i.e., the lessor).

Q – Will compliance with the off-road regulation’s idling restrictions be my responsibility or the responsibility of the rental company?

A – Compliance with idling limitations (i.e., the five-minute limit on unnecessary idling) is the responsibility of the operator of the vehicle (i.e., the lessee) and should so be stated in the rental agreement. For more information about idling limitations, please see our enforcement advisory at <http://www.arb.ca.gov/enf/advs/advs377.pdf>. For suggested language to include in the rental or lease agreement, see below.

Q – As a rental or leasing company, is there any additional language I should include in the rental agreement in order to comply with this regulation?

A – If your company leases out a vehicle for a period of one year or more, you may choose to have that vehicle included with the lessee’s fleet instead of with your fleet. To place responsibility on the lessee for reporting a vehicle and complying with the emissions requirements of the Off-Road Regulation, the rental/lease contract must disclose information and specifically assign that responsibility.

The rental/lease agreement should also include information about the 5 minute idling limit. Below is some suggested language regarding idling for the rental agreement:

“Compliance with California Air Resources Board (CARB) Idling Regulation (Title 13, California Code of Regulations: §2449(d)(2)):

Any in-use off-road diesel vehicle may not idle for more than 5 consecutive minutes. Lessee is responsible for compliance with CARB off-road diesel engine idling limits and is responsible for any penalties or fines incurred for non-compliance.”

Q – As a national rental company, if I include a general disclosure such as “the lessee must comply with all environmental regulations,” is that sufficient to assign responsibility onto the lessee’s fleet?

A – No. Per title 13, California Code of Regulations, section 2449(c)(23), “Vehicles that are owned by a rental or leasing company and that are leased by the same lessee for a period of one year or more may be excluded from the rental company fleet and included in the fleet of the lessee only if such arrangement is *While this document is intended to assist fleets with their compliance efforts, it does not alter or modify the terms of any ARB regulation, nor does it constitute legal advice. It is the sole responsibility of fleets to ensure compliance with the In-Use Off-Road Diesel Vehicle Regulation.*

delineated in the written lease agreement”. In other words, the lease agreement must specifically state that the responsibility of reporting under and complying with the Off-Road Regulation falls on the lessee, and such responsibility may only be delegated to the lessee if the lease is for a period of more than one year.

Q – As a rental company and equipment dealer, we have customers that set up lease-to-own agreements when they rent a vehicle for the first time. Who is responsible for compliance with the Off-Road Regulation while the vehicle is leased?

A – It depends. Per title 13, California Code of Regulations, section 2449(c)(23), if the lease agreement is for a term of one year or longer, the responsibility for reporting under and compliance with the Off-Road Regulation may fall on the lessee, but ONLY if it is specifically stated in the lease agreement. Otherwise, responsibility falls on the current owner of the vehicle (i.e., the lessor or rental company; a finance company does not “own” the vehicle under the Off-Road Regulation). Once the vehicle is purchased through a loan/finance agreement, the new owner is responsible for reporting under and complying with the Off-Road Regulation.

If the rental transaction was reported in DOORS, once the lessee takes ownership of the vehicle, they would need to return the vehicle to the rental company’s fleet. The rental company would then “Sell/Retire” the vehicle in DOORS, and the new owner would need to add the vehicle to their fleet by the vehicle’s EIN.

Q – I own a rental company and we currently have Tier 0 vehicles leased or rented to customers with long term leases (more than 1 year). Will I be able to add these Tier 0 vehicles back to my fleet after the lease is up?

A – Yes; although Tier 0 vehicles may not be added to fleets in the future, leased vehicles returning to the lessor’s fleet do not have to meet the adding vehicles requirements in section 2449(d)(6) of the regulation. The vehicle, however, must be included in the lessor’s fleet for the following year’s fleet averages and targets.

Q – Will I earn Best Available Control Technologies (BACT) turnover credit for returning long-term leased vehicles? Alternatively, will rental companies earn credit for leasing vehicles?

A – No; as specified in title 13, California Code of Regulations, section 2449(c)(55), neither the lessor nor the lessee will earn turnover credit for the lease or return of rental vehicles. Returning a Tier 0 vehicle, for example, may improve the
While this document is intended to assist fleets with their compliance efforts, it does not alter or modify the terms of any ARB regulation, nor does it constitute legal advice. It is the sole responsibility of fleets to ensure compliance with the In-Use Off-Road Diesel Vehicle Regulation.

lessee’s fleet averages, but the lessee will not receive additional BACT credit. For more information, please see the BACT FAQ, which is available at <http://www.arb.ca.gov/msprog/ordiesel/faq/bactfaq.pdf>.

Furthermore, neither the lessor nor the lessee will receive credit for reducing their fleet horsepower (hp) when they lease or return rental vehicles (rental vehicles are not included in the total fleet horsepower for reduced hp credit calculations).

For example, a fleet has 6,000 hp worth of off-road diesel vehicles and a 200 hp rental vehicle on March 1, 2006. The fleet sells off 1,000 hp of vehicles and rents another 500 hp vehicle. On March 1, 2009, the fleet has 5,000 hp, plus an additional 700 hp in rental vehicles. The fleet would receive 500 hp $[(6,000 \text{ hp} - 5,000 \text{ hp}) \times 0.5]$ for Early Reduced Fleet credit. For more information on early credits, please see our Early Credit FAQ at <http://www.arb.ca.gov/msprog/ordiesel/faq/earlycreditfaq.pdf>.

Q – Will I earn BACT credit for repowering or installing Verified Diesel Emission Control Strategies (VDECS) on rental vehicles?

A – Yes, but only if the rental vehicle is reported as part of your off-road fleet at the time of the repower or retrofit. In that case, the fleet that purchases and installs the newer engine or VDECS will earn BACT credit.

For example, if a rental company repowers an older vehicle with a Tier 4 engine, the rental company will earn BACT credit for the repower. The fleets that rent the vehicle in the future (if added to their reported fleet as part of a long-term rental agreement) will benefit from the lower emissions due to the Tier 4 engine.

As another example, a renting fleet installs a VDECS while the vehicle is reported as part of their off-road fleet. The renting fleet earns BACT credit for installing the VDECS, but the vehicle owner (i.e., the rental company) benefits from the reduced emissions due to the VDECS factor once the vehicle is returned.

Q – Because I am renting a vehicle, does that mean ARB considers it under my “control” and I have to include it when determining my fleet size?

A – No; because you are just renting the vehicle, you do not need to include it for fleet size purposes, unless responsibility for compliance with the off-road regulation has been assigned to you. For example, Fleet A has a total of 2,000 hp in backhoes and rents two 300 horsepower excavators. Although Fleet A uses vehicles with a total 2,600 horsepower, only 2,000 hp (i.e., the vehicles *While this document is intended to assist fleets with their compliance efforts, it does not alter or modify the terms of any ARB regulation, nor does it constitute legal advice. It is the sole responsibility of fleets to ensure compliance with the In-Use Off-Road Diesel Vehicle Regulation.*

Fleet A owns) will be counted towards their fleet total, leaving them as a small fleet. The rented vehicle will only need to be included with your fleet if it is a long-term lease (1 year or more) in place before June 15, 2008 or where compliance responsibility for the vehicle is assigned to you, the lessee, in the rental/lease agreement.

Q – Can rental vehicles be designated as agricultural, emergency, or snow removal vehicles in order to be exempt from the performance requirements of the regulation?

A – Rental vehicles may be designated as dedicated snow removal vehicles, but they must have permanently affixed snow removal equipment such as snow blowers or augers. Rental vehicles may not be designated as 51%-99% agricultural use; however, if the rental vehicles are used exclusively for agricultural purposes, they are exempt from all aspects of the off-road regulation (i.e., the reporting, labeling, and performance requirements). Rental vehicles also may not be designated as emergency use only, since the owner (the rental company) has no control over how the vehicle is actually used during the time it is rented to an operator.

Q – Can rental vehicles be designated as low-use?

A – Rental vehicles may be designated as year-by-year low-use but may not be designated as permanent low-use, since neither the lessor nor the lessee can guarantee that the vehicle will not be used over 200 hours per year in the future.

While this document is intended to assist fleets with their compliance efforts, it does not alter or modify the terms of any ARB regulation, nor does it constitute legal advice. It is the sole responsibility of fleets to ensure compliance with the In-Use Off-Road Diesel Vehicle Regulation.

End of Section

Low-use Vehicles Operated Inside and Outside of California for Year 20__*

Vehicles that operate both inside and outside of California may meet the Off-Road regulation low-use vehicle definition if they are used less than 200 hours per year in California. This applies to both year-by-year and permanent low-use vehicles. In order to qualify for that definition, the fleet owner must submit a log that contains the following information for each such vehicle:

- (a) Each date the vehicle entered California and the hour meter reading upon entry; and
- (b) Each date the vehicle exited California and the hour meter reading upon exit.

This form is to serve as the log for low-use vehicles used inside and outside of California for a given calendar year, and must be submitted to the Air Resources Board by March 1 (each year that annual reporting is required for a fleet). To submit this log, scan the completed form(s) and email to doors@arb.ca.gov, fax to (916) 322-3923, or mail this completed form(s) to:

ATTN: OFF-ROAD DIESEL REPORTING
MSCD, Mail Stop 13A
Air Resources Board
1001 I Street, P.O. Box 2815
Sacramento, California 95812

DOORS Fleet ID Number

Company / Agency Name

Name of responsible Official or Designee

Job Title

Phone Number of Signatory

Email Address of Signatory

Signature of Responsible Official or Designee

Date

*Please fill in the two-digit year. The year refers to the Annual Reporting deadline for which the form is being submitted (i.e., if you are reporting hours for the 2012 calendar year, which is due by March 1, 2013, the reporting year at the top of the form will be "13").

SENATE BILL 854 CERTIFICATION

(<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The annual cost to register for the program is currently \$300.00 and is non-refundable. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The City of Needles will not register a contractor/subcontractor, nor collect funds for registration.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00 applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

If you intend to bid or provide services on City projects in the future, please ensure you are registered with the DIR prior to March 1, 2015. Effective immediately, the City will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing. (PLEASE SUBMIT)

Are you currently registered with the DIR?

Federal I.D. No. _____

Yes No

If yes, what is your registration number? _____

Bidder: _____ Email: _____

Address: _____

Phone: _____ Fax: _____

Signature

Print Name

Date

Title:

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

_____ as PRINCIPAL,

and _____ as SURETY, are hereby held

and firmly bound unto the City of Needles, California as OWNER in the penal sum of

_____ for the payment of which, well and

truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the PRINCIPAL has submitted to The City of Needles a certain BID attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for the **NEEDLES PUBLIC WORKS YARD FENCING 2016**

NOW THEREFORE:

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a CONTRACT in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish BONDS for faithful performance labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Surety:

Principal

By:

The successful bidder will be required to furnish the City with a performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety company that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

THIS AGREEMENT, made this _____ day of _____ 20 _____, by and

between CITY OF NEEDLES, hereinafter called the "OWNER" and

_____ doing business as (an individual), or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of:
NEEDLES PUBLIC WORKS YARD FENCING 2016
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein. The CONTRACTOR shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the WORK.
3. Contractor hereby represents and warrants to the Owner that the Contractor is a business entity which is experienced and skilled in the construction of projects of the type described in the Contract Documents, is licensed to engage in the general construction business in the jurisdiction where the Project is located, and is in compliance with all applicable governmental laws and regulations precedent thereto.
4. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same _____ calendar days under the period for completion is extended otherwise by the CONTRACT
5. DOCUMENTS.
6. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, subject to adjustments for changes as may be agreed to by the parties or required under this Contract.
6. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made a part of this AGREEMENT:

<ul style="list-style-type: none"> * Invitation to BID * Notice to Contractors * Bid Bond * Agreement * Notice of Award * Payment Bond * SB 854 Contractors Registration 	<ul style="list-style-type: none"> * Information for BIDDERS * Bid Form/ Subcontractors List * Non Collusion Declaration * General & Supplemental Conditions * Performance Bond * Notice to Proceed * CARB Compliance Vehicle Requirement
---	--

 - * Technical Specifications & Drawings Project plan and specifications prepared or issued by: _____ Dated: _____

- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 8. This Agreement and the Contract Documents represent the entire agreement between the CONTRACTOR and OWNER regarding the WORK and supersede any prior written or oral agreements or representations as to the WORK. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9. The CONTRACTOR, promptly after being awarded the Contract, shall prepare and submit for the OWNER's and Engineer's information a construction schedule for the WORK. CONTRACTOR shall provide OWNER with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between the OWNER and the CONTRACTOR or required by circumstances beyond CONTRACTOR's control.
- 10. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To CONTRACTOR:

To OWNER:

	City of Needles
	817 Third Street
	Needles, CA 92363
	Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 11. This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.
- 12. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 13. If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

14. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

SIGNATURES NEXT PAGE

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

OWNER: (City of Needles)

BY: _____

TITLE: _____

DATE: _____

SEAL

ATTEST:

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR:

BY: _____

Signature

NAME: _____

Print Name

ADDRESS: _____

EMPLOYER IDENTIFICATION NO: _____

LICENSE NUMBER: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

REGISTRATION NO. _____

SEAL

ATTEST:

BY: _____

TITLE: _____

DATE: _____

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1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, and Payment BONDS and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S SURETY in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the work within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME. NO CHANGE ORDER is effective unless executed on the approved form, "Contract Change Order," and approved by a CITY'S Representative.
- 1.7 CONTRACT DOCUMENTS - The CONTRACT, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, NOTICE OF AWARD, Payment BOND, PERFORMANCE BOND, NOTICE TO PROCEED, General Conditions, SUPPLEMENTAL GENERAL CONDITIONS, Equal Opportunity Requirements, CHANGE ORDERS, Technical SPECIFICATIONS, DRAWINGS and ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS, which show the characteristics, and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

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- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE, or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD - WRITTEN NOTICE of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed, CITY OF NEEDLES, CALIFORNIA.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All DRAWINGS, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship and including the General Conditions and SUPPLEMENTAL GENERAL CONDITIONS.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct CONTRACT with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL CONDITIONS - Additions and modifications to the General Conditions required by PROJECT specific requirements and applicable laws.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

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- 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement, in writing, and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail DRAWINGS, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional DRAWINGS and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail DRAWINGS and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate, the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:
 - 3.2.1 The dates at which special detail DRAWINGS will be required; and
 - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS, and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.
- 4.3 In case of conflict between the SPECIFICATIONS, and the STANDARD SPECIFICATIONS (greenbook), the Specification shall govern.
- 4.4 Any discrepancies found between the DRAWINGS and SPECIFICATIONS, and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. At a minimum, the contractor shall provide submittals required to be in a list format. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING, which substantially deviates from the requirement of the CONTRACT DOCUMENTS, shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the work requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

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- 5.4 The CONTRACTOR shall accept full responsibility for the completeness of each re-submittal. CONTRACTOR shall verify that all corrected data and additional information previously requested by the ENGINEER are provided on the re-submittal.
- 5.5 When corrected copies are resubmitted, CONTRACTOR, shall in writing, direct specific attention to all revisions and shall list separately any revisions made other than those called for by ENGINEER on previous submissions.
- 5.6 Requirements specified for initial submittals shall also apply to re-submittals. Re-submittals shall bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the re-submittal.
- 5.7 If more than one resubmission is required because of failure of CONTRACTOR to provide all previously requested corrected data or additional information, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER for review of the additional re-submissions. This does not include initial submittal data, such as shop tests and field tests, which are submitted after initial submittal.
- 5.8 Re-submittals shall be made within 10 days of the date of the letter returning the material to be modified or corrected, unless within 30 days CONTRACTOR submits an acceptable request for an extension of the stipulated time period, listing the reasons the re-submittal cannot be completed within that time.
- 5.9 Any need for more than one resubmission, or any other delay in obtaining ENGINEER'S review of submittals, will not entitle CONTRACTOR to extension of the Contract Times unless delay of WORK is directly caused by a change in the WORK authorized by a Change Order or by failure of ENGINEER to review any submittal within the submittal review period of two weeks and return the submittal to the CONTRACTOR.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Material and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

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- 6.4 Materials, supplies, and equipment shall be in accordance with the shop drawings and samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies, and equipment to be incorporated into the work shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted industry standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER with the required certificates of inspection, testing or approval.
- 7.3 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.4 The ENGINEER and the ENGINEER's representatives will, at all times, have access to the WORK. In addition, authorized representatives and agents of any participating Federal, State or local agencies shall be permitted to inspect all WORK, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK, and also for any inspection or testing thereof.
- 7.5 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER / INSPECTOR's observation and replaced at the CONTRACTOR's expense.
- 7.6 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure,

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observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

- 7.7 A pre-final inspection of the WORK will be made by the OWNER, ENGINEER, and project inspector. This inspection shall be made as soon as practical after the CONTRACTOR has notified the OWNER, in writing, that the WORK is ready for this inspection. The pre-final inspection shall be made prior to acceptance of any portion of the WORK as being substantially complete and prior to filing of the Notice of Completion.
- 7.8 A final inspection of all the work will be made by the OWNER, ENGINEER, and CONTRACTOR, prior to acceptance of the WORK.
- 7.9 Forty-eight hours prior to WORK being accomplished, the CONTRACTOR will notify the ENGINEER of the proposed working hours to accomplish the WORK for that day. WORK may be accomplished on weekends or holidays only if the CONTRACTOR provides prior notification, ENGINEER approves the request, and the CONTRACTOR pays for the additional amount for holiday or overtime inspection costs beyond the normal hourly inspection rates for weekdays.
- 7.10 CONTRACTOR shall make the WORK accessible at all reasonable times for inspection by OWNER. CONTRACTOR shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the WORK.

8. SUBSTITUTIONS

- 8.1 For purposes of this provision the term “substitution” shall mean the substitution of any material, product, thing or service that is substantially equal or better in every respect to that so indicated or specified in the SPECIFICATIONS.
- 8.2 Pursuant to Public Contract Code Section 3400(b) of City may make a finding designating certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by Section 3400 (b) the City may have made such finding as may be further described in the Supplemental Conditions. These findings if made, as well as the materials, products, things, or services and their specific brand or trade names that must be used for the Project may be found in Section 37.3 of the Supplemental Conditions, if applicable.
- 8.3 Unless specifically designated in Section 37.3 of the Supplemental Conditions, whenever in specifications any material, product, thing or service is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, product thing, or service desired and shall be deemed to be followed by words “or approved equal.” Contractor may, unless otherwise stated, offer for substitution any material, product, thing or service which shall be substantially equal or better in every respect to that so indicated or specified. However, the City has adopted certain uniform standards for certain materials, products, things, and/or services. If any material, product, thing, or service offered for substitution by the Contractor is not, in the opinion of the Engineer and the City, substantially equal or better in every respect to that specified, Bidders shall

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furnish the material, product, thing, or service specified. The burden of proof as to the equality of any material, product, thing, or service shall rest with the Contractor.

- 8.4 Contractor shall submit requests together with substantiating data for substitution of any “or approved equal” material, product, thing, or service no later than 20 days after award of the contract. Provisions authorizing submission of “or approved equal” substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed “or approved equal” substitution request is rejected, a Contractor shall be responsible for including the specified material, product, thing, or service in its bid. The City shall not be responsible for any cost of Contractor associated with “or approved equal” substitution request. The City has the complete and sole discretion to determine if a material, product, thing, or service is an “or approved equal” material, product, thing, or service that may be substituted.
- 8.5 For purposes of subsection 8.4 above, data required to substantiate requests for substitutions of an “or approved equal” material, product, thing, or service data shall include a signed affidavit from the Contractor stating that the substituted “or approved equal” material, product, thing, or service is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted “or approved equal” to the material product, thing, or service specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the “or approved equal” material, product, thing, or service will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “ or approved equal” material, product, thing, or service. Failure to submit all the needed substantiating data, including the signed affidavit, to the Engineer in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Engineer is not obligated to review multiple substitution submittals for the same materials, products, things, or services due to the Contractor’s failure to submit a complete package initially.
- 8.6 Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor’s failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision 8.4. Further, the Contractor shall bear the cost of all engineering work associated with the review of submittals for substitution of equals.
- 8.7 In the event Contractor furnishes material, product, thing, or service more expensive than that specified, the difference in cost of such material, product, thing, or service so furnished shall be borne by Contractor.

9. PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss

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when a particular process, design, or product of a particular manufacturer or manufacturers is specified; however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, AND REGULATIONS

10.1 Survey will be provided by owner (if applicable)

10.2 Contractor shall bear all costs for RE-STAKE, lost or otherwise removed.

10.3 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER, in writing, and any necessary changes shall be adjusted as provided in Section 14, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and

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maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify OWNERS of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts of any of them will be liable, except damage or loss attributable to the fault of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
- 11.4 For all excavations in excess of five (5) feet, the CONTRACTOR shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by CONTRACTOR and accepted by the ENGINEER. All excavations shall compile with OSHA standards.

12. PROPERTY OWNER NOTIFICATION

- 12.1 The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. A copy of this notification letter must also be sent to the Engineering Department at 817 Third Street, Needles, CA 92363. Contractor shall also post "Temporary No Parking" signs, a minimum of 48 hours prior to the commencing work adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be replaced at Contractor's expense if damage is done.
- 12.2 In the event that vehicles are on the street at the time construction is to begin, the contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the contractor shall inform the Engineering Department, who will notify

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the San Bernardino County Sheriff Department to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Engineer, for the required 48 hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.”

13. SUPERVISION BY CONTRACTOR

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

14. CHANGES IN THE WORK

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

14.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

15. CHANGES IN CONTRACT PRICE

15.1 All changes that affect the cost or time of the construction of the PROJECT must be authorized by means of a CHANGE ORDER. The CHANGE ORDER will include extra

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WORK, WORK for which quantities have been altered from those shown in the BIDDING schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the BIDDING schedule because of final measurements. All changes should be recorded on a change order as they occur. Each CHANGE ORDER must contain complete and detailed justification for all items addressed by the CHANGE ORDER. All CHANGE ORDERS must be executed on a, "Contract Change Order," and must be approved by OWNER prior to execution of the WORK by the CONTRACTOR.

- 15.2 The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- (a) Unit prices previously approved.
 - (b) An agreed lump sum.
 - (c) Force account as stated in the most current edition of the Standard Specification for Public Works Construction SSPWC – Greenbook Standard Specifications except that the negotiated total mark up, including overhead and profit, is limited to a maximum 15 percent for the CONTRACTOR doing the WORK and a maximum of an additional 5 percent for the prime CONTRACTOR if the WORK is performed by any SUBCONTRACTOR. For joint ventures, such is considered a prime CONTRACTOR.

16. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 16.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the work embraced shall be commenced on the date specified in the NOTICE TO PROCEED.
- 16.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 16.3 The Parties acknowledge that CONTRACTOR's failure to complete the WORK within the CONTRACT TIME will cause the OWNER to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the OWNER of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the CONTRACTOR agrees that liquidated damages may be assessed and recovered by the Owner as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof;

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therefore the CONTRACTOR will pay to the OWNER liquidated damages in the amount of \$300.00 per day for each day beyond the CONTRACT TIME.

- 16.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

16.4.1 To any preference, priority or allocation order duly issued by the OWNER.

16.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

16.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

17. CORRECTION OF WORK

- 17.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS, and without expense to the OWNER, and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

- 17.2 All removal and replacement WORK shall be done at CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

18. SUBSURFACE CONDITIONS

- 18.1 The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the OWNER by WRITTEN NOTICE of:

18.1.1 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 provisions of existing law.

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18.1.2 Subsurface or latent physical conditions at the site differing from those indicated on the contract documents.

18.1.3 Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the CONTRACT.

18.2 Upon such notification, the OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for or both performance of any part of the WORK shall issue a CHANGE ORDER under the procedures described in the CONTRACT.

18.3 In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for or both performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the CONTRACT, but shall proceed with all WORK to be performed under the CONTRACT. The CONTRACTOR shall retain any and all rights provided either by CONTRACT or by law, which pertain to the resolution of disputes and protests between the contracting parties.

19. SUSPENSION OF WORK, TERMINATION, AND DELAY

19.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the dates so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE, or an extension of the CONTRACT TIME, or both, directly attributing to any suspension.

19.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its SURETY a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of

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all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the work by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 19.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due to the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 19.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 19.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days after its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed without good cause to make any payment as aforesaid, the CONTRACTOR may, upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER, stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 19.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

- 19.7 The OWNER may, at any time, terminate the CONTRACT for the OWNER's convenience and without cause. The CONTRACTOR shall be entitled to receive payment for WORK executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the WORK executed.

20. PAYMENT TO CONTRACTOR

- 20.1 The OWNER agrees to pay the CONTRACTOR in monthly progress payments for all WORK completed according to the schedules delivered to OWNER under Section 3.2. At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, such as paid invoices, or other written evidence satisfactory to the OWNER; as will establish the OWNER's title to the material and equipment and protect the OWNER's interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate, in writing, approval of the payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating, in writing, the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within twenty (20) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retention. The retention shall be an amount equal to 10% of said estimate. If at any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained. Upon substantial completion of the WORK, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed, except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK to be completed.
- 20.2 Payments will not be made that would deplete the retention nor place in escrow any funds that are required for retention nor invest the retention for the benefit of the CONTRACTOR.
- 20.3 All progress payments and the final payment shall be processed on a "Partial Payment Estimate", and all payments shall be approved by OWNER.

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- 20.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER, and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 20.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 20.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR thirty (30) days after the timely recording of a Notice of Completion, Late payments of the retention shall bear interest at a rate of two percent (2%) per month until paid.
- 20.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR's SURETY, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 20.8 If the OWNER fails to make payment within the time specified in section 20.6, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

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- 20.9 The ENGINEER may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:
- (a) Defective WORK not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
 - (d) A reasonable doubt that the WORK can be completed for the balance then unpaid.
 - (e) Damage to another CONTRACTOR.
 - (f) Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.
- 20.10 Where WORK on unit price items are substantially complete but lack clean-up and/or corrections ordered by the ENGINEER, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 21.1 Contractor's release upon payment shall be in accordance with Civil Code section 3262.

22. INSURANCE

- 22.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR's execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 22.1.1 Claims under worker's compensation, disability benefit and other similar employee benefit acts;
 - 22.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - 22.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

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- 22.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
- 22.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 22.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least (15) days prior WRITTEN NOTICE has been given to the OWNER.
- 22.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR's own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:
- 22.3.1 CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR, or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$250,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. The City shall be added as additional insured to general liability and auto liability policies, and the Contractor's insurance shall be primary and non-contributory. CONTRACTOR shall provide an endorsement providing that the OWNER, its officials, officers, employees, agents and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the WORK.
- 22.3.2 The CONTRACTOR shall acquire and maintain Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's SURETY from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

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- 22.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR's own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Worker's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR's employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this CONTRACT at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. CONTRACTOR shall provide an endorsement providing a waiver of subrogation stating that the insurer waives all rights of subrogation against the OWNER.
- 22.5 The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, vehicle damage, theft, flood, earthquake, civil commotion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.
- 22.6 "All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the OWNER shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions."

23. CONTRACT SECURITY

- 23.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a SURETY on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to

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be performed or is removed from the list of surety companies accepted on Federal Bonds, CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other SURETY or SURETIES as may be satisfactory to the OWNER. The premiums on such bond shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new SURETY or SURETIES shall have furnished an acceptable bond to the OWNER.

- 23.2 The Performance BOND and the Payment BOND to be furnished by the CONTRACTOR shall be executed on the forms provided in the CONTRACT DOCUMENTS.

24. ASSIGNMENTS

24.1 CONTRACTOR shall not sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24.2 Contractor offers and agrees to assign to the City all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that City tenders final payment to Contractor, without further acknowledgment by the parties.

25. INDEMNIFICATION

25.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

25.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the

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CONTRACTOR or any SUBCONTRACTOR under worker's compensation acts, disability benefit acts or other employee benefit acts.

- 25.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

26. SEPARATE CONTRACTS

- 26.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the work of any other contractors, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such work that render it unsuitable for such proper execution and results.

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

- 26.3 If the performance of additional work by other contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, or both the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

27. SUBCONTRACTING

- 27.1 The CONTRACTOR may utilize the services of specialty subcontracts on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

- 27.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR (S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

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- 27.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- 27.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 27.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

28. ENGINEER'S AUTHORITY

- 28.1 The ENGINEER shall act as the OWNER's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 28.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.
- 28.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 28.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

29. LAND AND RIGHTS-OF-WAY

- 29.1 Prior to issuance of NOTICE OF PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 29.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.

08 – GENERAL AND SUPPLEMENTAL CONDITIONS

29.3 The CONTRACTOR shall provide, at its own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

30. GUARANTEE

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

31. RESOLUTION OF CONSTRUCTION CLAIMS

31.1 Claim means a separate demand by the CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of the contractor, pursuant to this CONTRACT, payment not otherwise expressly provided the CONTRACT, or any separate demand by the CONTRACTOR, the amount of which is disputed by the OWNER. If this is a "Public Works Contract" as defined in 22200 of the California Public Contract Code, claims shall be resolved pursuant to Sections 20104 et seq. of the California Public Contract Code. These sections are summarized as follows:

31.1.1 For claims less than \$50,000, the OWNER shall respond in writing to all written claims within forty-five (45) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the OWNER may have against such claim. The OWNER's written response to the claim, as further documented, will be submitted to the CONTRACTOR within fifteen (15) days from receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional documentation, whichever is greater.

31.1.2 For claims over \$50,000 and less than or approved equal to \$375,000, the OWNER shall respond, in writing, to all written claims within sixty (60) days of

08 – GENERAL AND SUPPLEMENTAL CONDITIONS

receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the OWNER may have against such claim. The OWNER's written response to the claim, as further documented, will be submitted to the CONTRACTOR within thirty (30) days from receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional documentation, whichever is greater.

31.1.3 If the CONTRACTOR disputes the OWNER'S written response, or the OWNER fails to respond within the time specified, the CONTRACTOR may notify the OWNER, in writing, within either fifteen (15) days of receipt of the OWNER's response, or within fifteen (15) days of the OWNER'S failure to respond within the statutorily prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, the OWNER shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

31.1.4 Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim pursuant to Government Code Sections 900, et seq. The period of time within to file such a claim shall be defined in Public Contract Code Section 20104.2(e).

31.2 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims, which have been waived by the making of an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitration will be conducted pursuant to 10240 - 10240.13 of the California Public Contract Code. The award rendered by the arbitrators shall be final, the judgment may be entered upon it in any court having jurisdiction thereof.

31.2.1 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

31.2.2 The CONTRACTOR will carry on the WORK, and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31.2.3 Arbitration awards must be presented, in writing, and include the following elements:

- (a) Legal "findings of fact" established by the arbiter.
- (b) Specific breakdown of the dollar amounts allocated for each issue under arbitration.
- (c) The arbiter's "conclusions of law".

(d) A summary of the evidence.

(e) Reasons underlying the arbiter's award.

31.3 Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of the receipt of any third party claim, relating to the Contract. The City is entitled to recover its reasonable costs incurred in providing such notification.

32. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

33. CONFLICT OF INTEREST

33.1 No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this CONTRACT or to any benefit that may arise therefrom, but this provision shall not be constructed to extend to this CONTRACT if made with a corporation for its general benefit.

33.2 No official of the OWNER who is authorized in such capacity and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply CONTRACT or any subcontract in connection with the construction of the PROJECT, shall become directly or indirectly interested personally in this CONTRACT or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER who is in any legislative, executive, supervisory, or other similar functions in connections with the construction of the PROJECT, shall become directly or indirectly interested personally in this CONTRACT or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the PROJECT.

34. PRECONSTRUCTION CONFERENCE

34.1 Prior to the start of construction, the OWNER will schedule a pre-construction conference. At the conference, the ENGINEER will review the project with the OWNER, resident inspector, CONTRACTOR, and other interested parties.

08 – GENERAL AND SUPPLEMENTAL CONDITIONS

35. ACCESS TO CONTRACTOR'S RECORDS

35.1 For each negotiated (non-bid) CONTRACT in excess of \$2,500, the OWNER, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to a specific project for the purpose of making audits, examinations, excerpts, and transcriptions.

36. UTILITIES

36.1 Unless otherwise indicated in the CONTRACT DOCUMENTS, all utility lines, conduits, wires, or structures shall be maintained by the CONTRACTOR and shall not be disturbed, disconnected, or damaged by him during the progress of the WORK, provided, that should the CONTRACTOR in the performance of the WORK disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the CONTRACTOR. However, in accordance with Section 4215 of the California Government Code, the CONTRACTOR shall be compensated for all costs of locating and repairing damage to main or trunk-line utility facilities located on the WORK site and for costs of operating equipment on the WORK site necessarily idled during such WORK where the CONTRACTOR has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the CONTRACT DOCUMENTS.

(END OF SECTION)

KNOW ALL PERSONS BY THESE PRESENTS: that

BOND # _____

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

the City of Needles, California
(Name of Owner)

817 Third Street, Needles, CA 92363
(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of:

Dollars (\$ _____) in lawful money of the United States, 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.

certain CONTRACT with the OWNER, dated the _____ day of _____ 20 _____ a copy of which is hereto attached and made a part hereof for the construction of:

NEEDLES PUBLIC WORKS YARD FENCING 2016
PROJECT NAME

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guarantee period and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect. Should the PRINCIPAL fail to perform as above set forth, then the SURETY agrees to and shall cause the obligations and duties of the PRINCIPAL, as set forth in the CONTRACT referred to herein, to be carried out in full. PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates

and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT PRICE more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER are the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instruction is executed in 3 (no.) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20 _____

ATTEST:

Principal's Secretary

Principal

BY:

(SEAL)

Address

Witness as to Principal

Surety

Address

ATTEST:

BY:

Witness as to Surety

Attorney-in-Fact

Address

Address

IMPORTANT:

SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located. Any discrepancies shall be accepted or rejected at the sole discretion of the City.

- Date of BOND must not be prior to date of CONTRACT.
- If CONTRACTOR is partnership, all partners should execute BOND.

KNOW ALL PERSONS BY THESE PRESENTS: that

BOND # _____

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

the CITY OF NEEDLES California

(Name of Owner)

817 THIRD STREET, NEEDLES CALIFORNIA 92363

(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of _____

Dollars (\$ _____) in lawful money of the United States, 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.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the _____ day of _____ 20 _____ a copy of which is hereto attached and made a part hereof for the construction of:

NEEDLES PUBLIC WORKS YARD FENCING 2016

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law, and pays all amounts due any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to WORK or labor performed under the CONTRACT, or for any amounts required to be deducted, withheld, and paid over to the PRINCIPAL and any SUBCONTRACTOR pursuant to Section 13020 of the Unemployment Insurance Code; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct CONTRACT with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct CONTRACT with the PRINCIPAL shall have given WRITTEN NOTICE to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid PROJECT is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT PRICE more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim be unsatisfied.

IN WITNESS WHEREOF, this instruction is executed in 3 (no.) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20 _____

ATTEST:

Principal's Secretary

Principal

BY:

(SEAL)

Address

Witness as to Principal

Surety

Address

ATTEST:

BY:

Witness as to Surety

Attorney-in-Fact

Address

Address

IMPORTANT:

SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located. Any discrepancies shall be accepted or rejected at the sole discretion of the City.

- Date of BOND must not be prior to date of CONTRACT.
- If CONTRACTOR is partnership, all partners should execute BOND.

To: CONTRACTOR

Address: ADDRESS

Date: DATE

Project: NEEDLES PUBLIC WORKS YARD FENCING 2016

You are hereby notified to commence Work in accordance with the Agreement dated

The Work is to be completed within _____ DAYS consecutive calendar days, which means all

Work is to be completed on or before _____ .

You are required to return the acknowledged original of this Notice to Proceed to the Owner at the following address:

**City of Needles
817 Third Street
Needles, CA 92363**

OWNER: (City of Needles)

BY: _____

TITLE: _____ City Manager

DATE: _____

CONTRACTOR'S ACCEPTANCE OF NOTICE TO PROCEED: Receipt of the above Notice of Proceed is hereby acknowledged:

CONTRACTOR:

BY: _____

TITLE: _____

DATE: _____

CITY OF NEEDLES

817 THIRD STREET
NEEDLES, CA 92363
(760) 326-5700

CITY OF NEEDLES – UTILITIES

ELECTRIC, SEWER & WATER SERVICES

817 THIRD STREET
NEEDLES, CA 92363
(760) 326-5700

CITY OF NEEDLES - ENGINEERING

BRAD MERRELL, P.E.
CONTRACT CITY ENGINEER
(760) 326-5740 OPTION 5

CITY OF NEEDLES - BUILDING & SAFETY

DAN WILLIAMS
BUILDING OFFICIAL
(760) 326-5740 OPTION 5

CITY OF NEEDLES – PUBLIC WORKS

MARC RICHARDS
DIRECTOR OF PUBLIC WORKS
(760) 326-2451

TELEPHONE – FRONTIER COMMUNICATIONS

911 W. BROADWAY
NEEDLES, CA 92363
(760) 326-4200

TELEVISION – GOLDEN VALLEY CABLE & COMMUNICATIONS

1058 E. BROADWAY AVE,
NEEDLES, CA 92363
(760) 326-4190

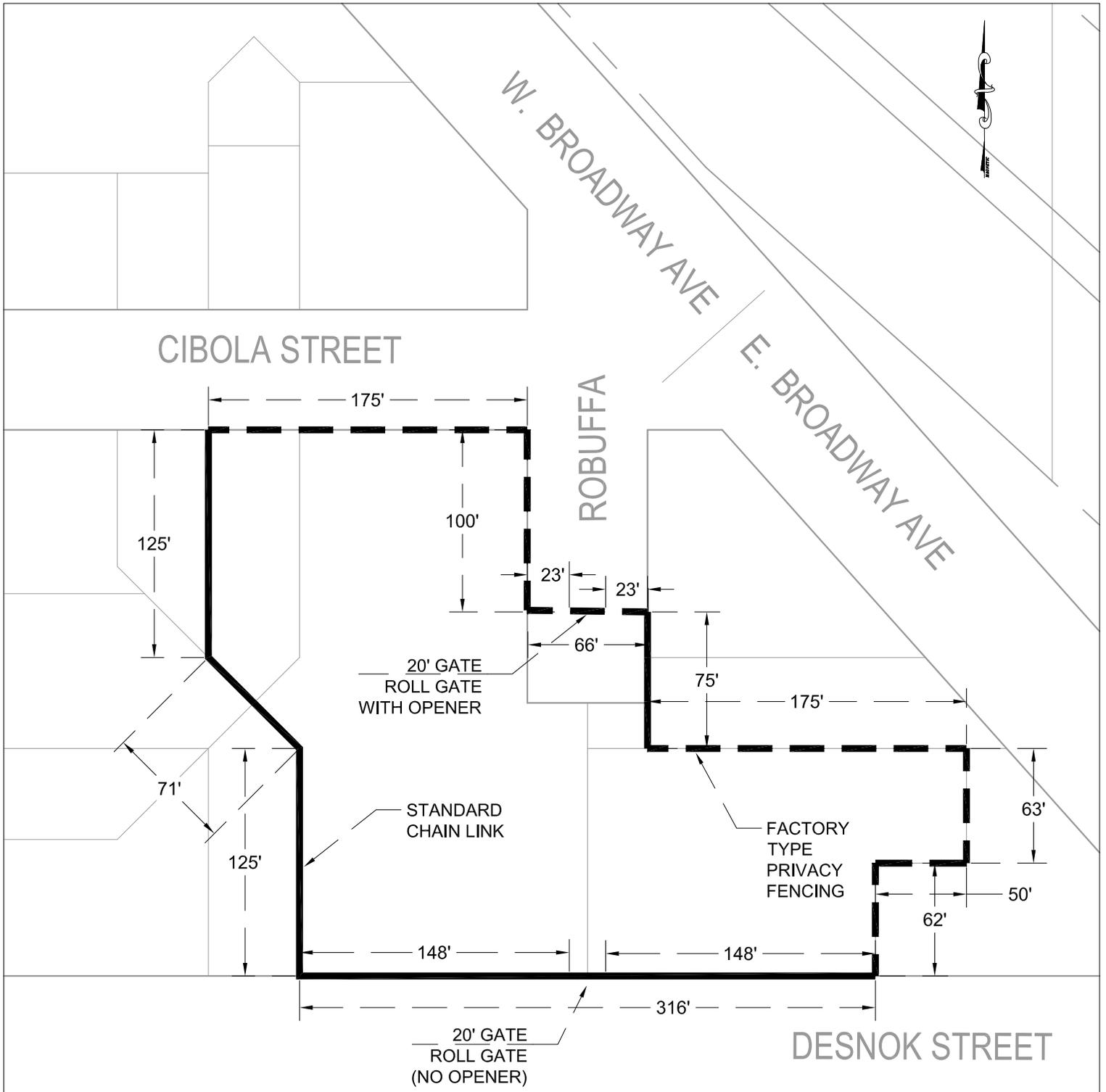
SOUTHWEST GAS CORPORATION

1705 LANGFORD DR.
BULLHEAD CITY, AZ 86442
(800) 446-4642 (928) 763-7766

DRAWINGS

NEEDLES PUBLIC WORKS YARD NEEDLES CALIFORNIA

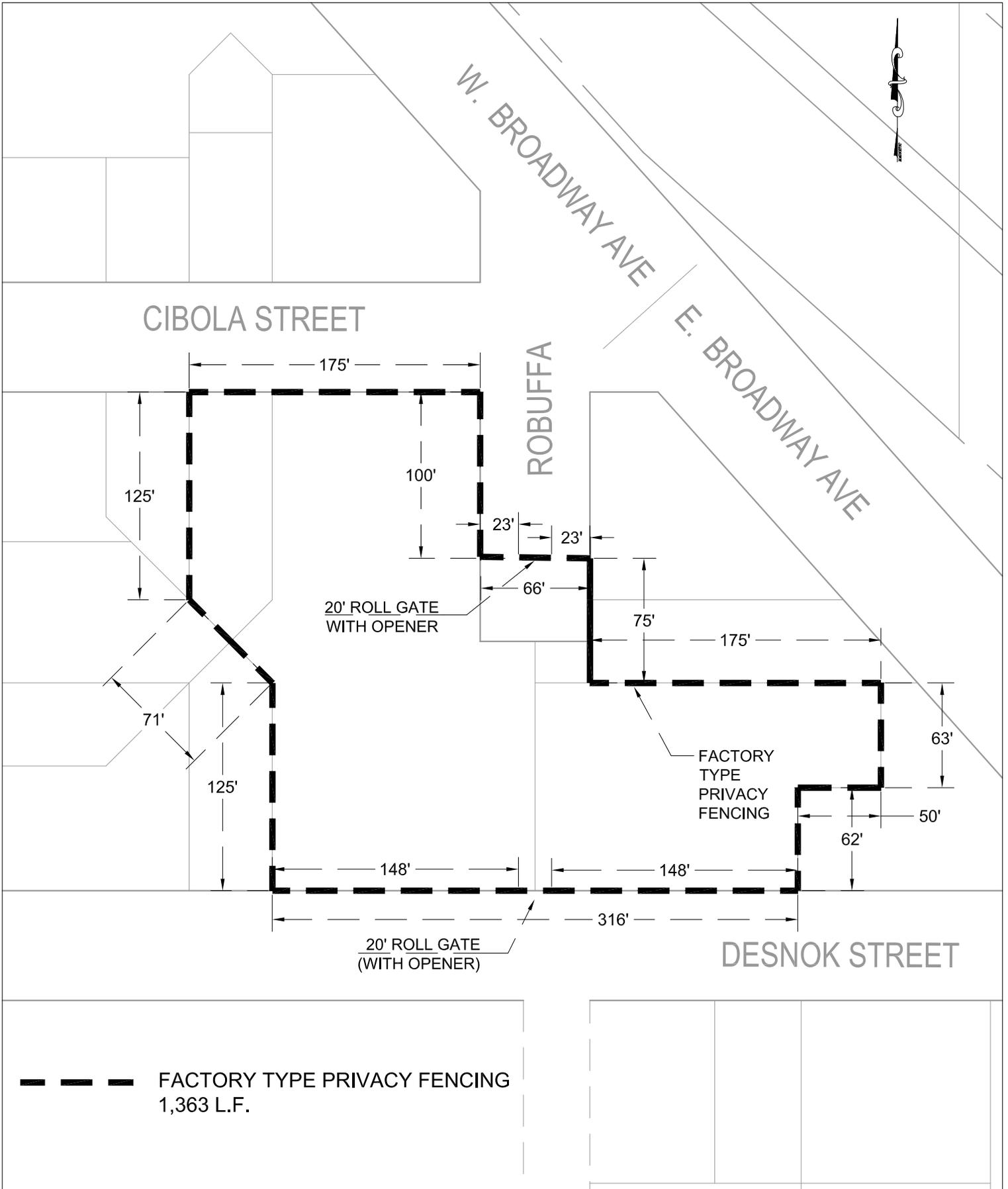
"ALTERNATE BID"



- FACTORY TYPE PRIVACY FENCING
617 L.F.
- STANDARD CHAIN LINK FENCING
746 L.F.

NEEDLES PUBLIC WORKS YARD NEEDLES CALIFORNIA

"BASE BID"



WAGES

Davis Bacon Prevailing Wages
General Decision State of California

<http://www.wdol.gov/dba.aspx>

General Decision Number: CA160037 10/28/2016 CA37

Superseded General Decision Number: CA20150037

State: California

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

County: San Bernardino County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/04/2016
4	04/01/2016
5	05/20/2016
6	07/08/2016
7	07/22/2016
8	08/12/2016
9	08/26/2016
10	09/16/2016
11	10/28/2016

* ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

* ASBE0005-004 07/04/2016

	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)....\$ 18.38 10.82

BOIL0092-003 10/01/2012

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

* BRCA0004-011 05/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 38.38	14.17

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

* BRCA0018-004 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 24.53	4.19
TILE LAYER.....	\$ 35.89	8.55

BRCA0018-010 09/01/2013

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

CARP0409-001 07/01/2015

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	11.58
(2) Millwright.....	\$ 40.90	11.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	11.58
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.58
(5) Sawfiler.....	\$ 37.44	11.58
(6) Scaffold Builder.....	\$ 28.55	11.58
(7) Table Power Saw Operator.....	\$ 37.45	11.58

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

 CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

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

 ELECO440-004 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

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

SCOPE OF WORK:

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

 ELECO477-002 05/30/2016

	Rates	Fringes
Electricians:.....	\$ 36.29	23.48

CABLE SPLICER: \$1.00 per hour above Electrician rate.
 TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
 Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

 ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
 Independence Day, Labor Day, Veterans Day, Thanksgiving Day
 and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2015

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

FOOTNOTE:

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

 ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35

GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator;

Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld,

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

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

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

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

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

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

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

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

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

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

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

the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/04/2016

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 38.09	19.07
GROUP 2.....	\$ 38.41	19.07
GROUP 3.....	\$ 38.87	19.07
GROUP 4.....	\$ 39.56	19.07
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder

and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

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

TUNNEL LABORER CLASSIFICATIONS

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

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

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

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

LABO0783-005 07/01/2016

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking Locator.....	\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 34.86	17.03
GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-003 08/03/2016

	Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....\$ 31.60	19.28
PLASTER TENDER.....\$ 34.15	19.28

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

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2015

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....\$ 27.29	12.83
(2) All Other Work.....\$ 30.72	12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2015

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 36.18	16.82
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PAIN0036-015 06/01/2016

Rates Fringes

GLAZIER.....\$ 41.70	21.13
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FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 05/01/2016

Rates Fringes

SOFT FLOOR LAYER.....\$ 31.10	14.06
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PLAS0200-008 08/05/2015

Rates Fringes

PLASTERER.....\$ 38.44	13.77
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FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.30	23.33

 PLUM0016-002 07/01/2016

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 47.19	21.41
Work at Edwards AFB.....	\$ 51.56	21.41
Work at Fort Irwin Army Base, Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base.....	\$ 57.69	21.41
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 45.73	20.43
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.69	18.76

 PLUM0345-001 07/01/2014

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

 ROOF0036-002 08/01/2015

	Rates	Fringes
ROOFER.....	\$ 35.07	14.40

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 SFCA0669-009 04/01/2016

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.32	20.27

 SFCA0709-004 07/01/2015

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF
 MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.93	24.04

 SHEE0105-003 07/01/2016

LOS ANGELES (South of a straight line drawn between Gorman and
 Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
 of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
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SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....	\$ 41.86	26.88
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(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 41.86	26.88
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 TEAM0011-002 07/01/2015

	Rates	Fringes
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TRUCK DRIVER

GROUP 1.....	\$ 28.24	25.24
GROUP 2.....	\$ 28.39	25.24
GROUP 3.....	\$ 28.52	25.24
GROUP 4.....	\$ 28.71	25.24
GROUP 5.....	\$ 28.74	25.24
GROUP 6.....	\$ 28.77	25.24
GROUP 7.....	\$ 29.02	25.24
GROUP 8.....	\$ 29.27	25.24
GROUP 9.....	\$ 29.47	25.24
GROUP 10.....	\$ 29.77	25.24
GROUP 11.....	\$ 30.27	25.24
GROUP 12.....	\$ 30.70	25.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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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